# MTMC GUARANTEED TRAFFIC RULES PUBLICATION NO. 50 (MGTRP NO. 50)



# HEADQUARTERS MILITARY TRAFFIC MANAGEMENT COMMAND DEPUTY CHIEF OF STAFF FOR OPERATIONS ALEXANDRIA, VA 22332-5000

THIS ISSUE INCLUDES CHANGES 1-10
THIS ISSUE IN EFFECT SINCE:
MAY 1, 2000

# MTMC GUARANTEED TRAFFIC RULES PUBLICATION NO. 50 (MGTRP NO. 50)

# RULES GOVERNING THE MOVEMENT OF DEPARTMENT OF DEFENSE GUARANTEED TRAFFIC

(SEE ITEM 5 FOR SPECIFIC APPLICATION)

# THIS ISSUE INCLUDES CHANGES 1-10 THIS ISSUE IN EFFECT SINCE MAY 1, 2000

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And click on the rules publication of your choice..

#### SECTION 1: GENERAL APPLICATION AND INSTRUCTIONS

Item	Subject	Change*	Page
20	Amending This Publication	10	1-4
25	Application of Tendered Rates	0	1-4
30	Carrier Performance (ERT)	10	1-5
35	Changing Mission Requirements	0	1-7
40	Electronic Data Interchange	1	1-8
45	Emergency Services	O	1-9
55	Fractions	O	1-10
15	Governing Publications	6	1-3
10	How to Use This Publication	O	1-2
60	Late Tenders	O	1-11
65	Option to Extend	O	1-11
70	Pre-Award Survey	O	1-12
5	Purpose and Application	9	1-2
75	Services Not Otherwise Specified	0	1-13
80	Standard Point Location Codes	0	1-13
85	Termination for Convenience	5	1-13

#### **SECTION 2: SECURITY SERVICES RULES**

100	Driver ID Requirements	O	2-2
105	DOD Constant Surveillance Service (CIS)	0	2-3
110	Dual Driver Protective Service (DDN/DDP)	10	2-6
115	Leased Equipment Requirements	0	2-9
120	Motor Surveillance Service (MNS/MVS)	0	2-9
125	Protective Security Service (PSS)	0	2-10
130	Satellite Motor Surveillance Service (SNS)	10	2-11
135	Security Escort Vehicle Service (SEV)	10	2-16
140	Signature and Tally Record Service (675)	1	2-18
145	Transloading Arms, Ammunition, Explosives	1	2-19
150	Transportation Protective Service Charges	О	2-19

*Change	Effective Date
O (Original Item)	March 1, 1996
1	June 17, 1996
2	October 31, 1996
3	December 1, 1996
4	March 26, 1997
5	October 30, 1998
6	April 1, 1999
7	March 18, 1999
8	May 12, 1999
9	July 1, 1999
10	May 1, 2000

Includes Changes through Change Ten

#### **SECTION 3: GENERAL RULES**

Item	Subject	Change*	Page
200	Accessorial Services Requested by Consignor/Consignee	О	3-2
205	Advancing Charges (045)	0	3-2
210	Aggregate Weight	О	3-2
215	Astray Freight and Emergency Notification	10	3-2
220	Attendants for Rail Shipments (AAS)	О	3-3
225	Billing Procedures	1	3-3
230	Blocking and Bracing Motor Shipments	1	3-4
231	Blocking, Bracing, and Other Additional Services for		
	Vehicles and Army Tractor Tanks (BLB)	2	3-5
235	Caboose/Guard Railcars (This item deleted)	1	3-5
240	Capacity Load and Overflow	1	3-6
245	Carrier Equipment	О	3-7
250	Carrier Equipment Pool (POS)	1	3-7
255	Chains and Binders (CHN)	О	3-8
260	Circuitous Routing (CTR)	6	3-8
265	Claims	1	3-8
270	Commodity Descriptions	9	3-9
275	Delivery Reports	9	3-16
280	Demurrage (Straight) (DEM)	О	3-16
285	Detention: Vehicle with Power Unit (DEP)	1	3-18
290	Detention: Vehicle without Power Unit (DET)	1	3-20
295	Dunnage	О	3-21
300	Empty Railcars Ordered but Not Used (ECS)	О	3-21
305	Escort/Flagman/Telephone Service (MEN/MES/MET)	О	3-21
310	Exclusive Use of Vehicle (EXC)	1	3-22
315	Expedited Service (EXP)	1	3-23
320	Extra Driver (EXD)	0	3-23
325	Extra Lights on Overdimensional Cargo (ELS)	О	3-23
330	Handling Freight at Location Not Immediately Adjacent to Vehicle (HHB)	0	3-23

*Change	Effective Date
O (Original Item)	March 1, 1996
1	June 17, 1996
2	October 31, 1996
3	December 1, 1996
4	March 26, 1997
5	October 30, 1998
6	April 1, 1999
7	March 18, 1999
8	May 12, 1999
9	July 1, 1999
10	May 1, 2000

Includes Changes through Change Ten

Effective May 1, 2000

Headquarters
Military Traffic Management Command
Deputy Chief of Staff for Operations
Alexandria, VA 22332-5000

**SECTION 3: GENERAL RULES (continued)** 

Item	Subject	Change*	Page
335	Hazardous Cargo	0	3-24
338	Idler Car (IDC)	2	3-24
340	Inoperable Vehicles (VIS)	0	3-24
345	Interline Service	0	3-24
346	Intermodal Shipments (IMS)	2	3-25
350	Cargo Liability of Carrier (LIE)	9	3-25
355	Loading/Unloading by Motor Carrier (URC)	1	3-26
360	Loading/Unloading Intermodal Shipments	1	3-26
365	Maximum Charge	0	3-26
370	Non-Alternation of Rates and Charges	0	3-26
375	Notification Before Delivery	О	3-27
376	Objective Service Supply Deliveries (DIS) (TL only)	9	3-27
380	Overages and Shortages	1	3-27
385	Overdimensional Freight Service (520)	1	3-28
390	Overweight Shipment (PER)	О	3-29
395	Packing and Unpacking (PUK) (BRAC only)	7	3-30
398	Percent of Refund (RRR)	9	3-30
400	Permits and Special Tolls (SPC)	1	3-31
405	Pickup and Delivery	0	3-31
410	Pickup/Delivery at Other Than Normal Business Hours (HOL/PUD/SAT)	1	3-31
415	Prearranged Scheduling of Vehicle Arrival for	1	J-J1
713	Loading/Unloading	О	3-32
420	Prelodging (PRL)	0	3-32
425	Protection from Cold	0	3-32
430	Protective Tarping for Security Purposes (PTS)	0	3-32
435	Rail Car Substitution	0	3-33

<u>*Change</u>	Effective Date
O (Original Item)	March 1, 1996
1	June 17, 1996
2	October 31, 1996
3	December 1, 1996
4	March 26, 1997
5	October 30, 1998
6	April 1, 1999
7	March 18, 1999
8	May 12, 1999
9	July 1, 1999
10	May 1, 2000

Includes Changes through Change Ten

#### **SECTION 3: GENERAL RULES (continued)**

440	Reconsignment/Diversion (RCC)	О	3-33
445	Redelivery (RCL)	О	3-34
450	Relocation of Vehicle (RLS)	О	3-34
454	Required Transit Times (Business Days) (Except POV)	9	3-35
455	Required Transit Time (Calendar Days) (Except POV)	9	3-35
460	Restricted Speeds (RSS)	1	3-36
465	Return of Pallets	3	3-36
470	Return of Empty Trailers (ERS) (TL only)	О	3-36
475	Sealing of Vehicles	О	3-36
480	Shoring of Bridge, Culvert, and/or Overhead Wire	О	3-37
485	Split Delivery (SDL)	О	3-37
490	Split Pickup (SPU)	O	3-37
495	Stop-Off (SOC) (TL only)	10	3-38
500	Storage (SRG)	1	3-39
505	Surveying Routes (SRS)	O	3-40
510	Tender Errors	O	3-40
515	Tender Submission	10	3-40
520	Tracing and Shipment Status	О	3-41
525	Trip Leasing of Equipment	10	3-41
530	Vehicle Furnished but Not Used (VFN)	1	3-41
535	Weights	О	3-42

*Change	Effective Date
O (Original Item)	March 1, 1996
1	June 17, 1996
2	October 31, 1996
3	December 1, 1996
4	March 26, 1997
5	October 30, 1998
6	April 1, 1999
7	March 18, 1999
8	May 12, 1999
9	July 1, 1999
10	May 1, 2000

Includes Changes through Change Ten

#### **SECTION 4: SPECIAL RULES**

## PART A. DEFENSE PERSONNEL SUPPORT CENTER SHIPMENTS OF PERISHABLE SUBSISTENCE

Item	Subject	Change*	Page
600	Carrier Equipment	1	4A-2
605	Commodity Description	O	4A-2
610	Loading/Unloading	O	4A-3
615	Protection from Heat/Cold	O	4A-3
620	Rate Increase	O	4A-4
625	Satisfactory Service Standards	O	4A-4
630	Satisfactory Service Standards for TOFC Service	0	4A-5
635	Shipment Holdover (SAS/SHH/SHW)	0	4A-6

## PART B. BULK PETROLEUM PRODUCT SHIPMENTS BY RAIL AND MOTOR CARRIERS

700	Advanced Loading Service (ADL)	О	4B-2
705	Cleaning (CLN).	О	4B-2
710	Commodity Description - DOD Unique Codes	О	4B-3
715	Computation of Freight Charges	10	4B-3
720	Delivery	О	4B-4
725	Detention with Power-Unit (DEB)	9	4B-4
730	Hose (EDD/EDO/HOS/HOX)	О	4B-5
735	Loading/Unloading	О	4B-6
740	Minimum Gallons/Loads	О	4B-6
745	Pickup and Delivery on Saturday, Sunday, Holidays, or before or after Normal Business Hours	0	4B-6
750	Pumping Service (PAJ)	0	4B-6
755	Satisfactory Service Standards	О	4B-6
760	Sealing Tank Vehicles	0	4B-7
765	Unsatisfactory Service	0	4B-7
770	Waterfront Delivery (WDS)	1	4B-7
775	Weights	0	4B-7

*Change	Effective Date
O (Original Item)	March 1, 1996
1	June 17, 1996
2	October 31, 1996
3	December 1, 1996
4	March 26, 1997
5	October 30, 1998
6	April 1, 1999
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9	July 1, 1999
10	May 1, 2000

Includes Changes through Change Ten

Effective May 1, 2000

Headquarters
Military Traffic Management Command
Deputy Chief of Staff for Operations
Alexandria, VA 22332-5000

#### SECTION 4: SPECIAL RULES (continued)

#### PART C. PRIVATELY OWNED VEHICLE SHIPMENTS

Item	Subject	Change*	Page
810	Accident and Delay Notification	О	4C-3
800	Application	О	4C-2
815	Bonded Vehicles (PVB)	О	4C-3
820	Carrier Equipment	О	4C-4
825	Consolidation of Less Than Eight Vehicles	О	4C-4
830	Contractor Movements	О	4C-4
835	Damages	О	4C-4
805	Definitions	О	4C-2
840	Detention (PVD)	О	4C-5
845	Driving Privately Owned Vehicles	О	4C-5
850	Inoperable POV (PVI)	О	4C-5
855	Inspection	О	4C-6
860	Key Security	О	4C-6
865	Liability of Carrier	О	4C-6
870	Loading/Unloading (PVL) (POVs only)	О	4C-6
875	Pickup and Delivery	О	4C-7
880	Privately Owned Vehicles in Truckaway Service (PVT)	О	4C-7
885	Required Transit Time	0	4C-7
890	Stop-Off (PVS)	0	4C-8

*Change	Effective Date
O (Original Item)	March 1, 1996
1	June 17, 1996
2	October 31, 1996
3	December 1, 1996
4	March 26, 1997
5	October 30, 1998
6	April 1, 1999
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8	May 12, 1999
9	July 1, 1999
10	May 1, 2000

Includes Changes through Change Ten

#### **SECTION 4: SPECIAL RULES (continued)**

#### PART D. BARGE SHIPMENTS

900	Carrier Equipment	О	4D-2
905	Gas-Free Certification	О	4D-2
910	Inspection	0	4D-2
915	Performance Bond	О	4D-2
920	Permits, Licenses, Tolls, and Fees	0	4D-3
925	Protective Service	О	4D-3
930	Stop-Off	О	4D-3
935	Stowage (STO)	О	4D-3
940	Tandem-Tows	О	4D-4
945	Unsatisfactory Service	O	4D-4

## SECTION 5: EXPLANATION OF ABBREVIATIONS, DEFINITIONS, AND REFERENCE MARKS:

Item	Subject		Page
1000	Abbreviations	10	5-2
1002	Codes (for Accessorial and Protective Services)	10	5-3
1005	Definitions	O	5-5
1010	Reference Marks	10	5-8

APPENDIX A	Change 1 effective June 17, 1996	1	A-1
APPENDIX B	Change 2 effective October 31, 1996	2	B-1
APPENDIX C	Change 3 effective December 1, 1996	3	C-1
APPENDIX D	Change 4 effective March 26, 1997	4	D-1

*Change	Effective Date
O (Original Item)	March 1, 1996
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9	July 1, 1999
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Includes Changes through Change Ten

Effective May 1, 2000

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#### **SECTION 1**

#### GENERAL APPLICATION AND INSTRUCTIONS

 $For \ Explanation \ of \ Abbreviations, \ Definitions, \ and \ Reference \ Marks$ 

See SECTION 5.

Includes Changes through Change 10

#### **ITEM 5**

#### PURPOSE AND APPLICATION

- 1. The purpose of this publication is to articulate the transportation service needs of the Department of Defense (DOD) for the movement of its freight traffic under Guaranteed Traffic (GT) solicitations; to ensure that freight carriers providing transportation have the willingness and the capability to meet those needs; and to provide the standardization necessary for a fully automated system for routing DOD freight traffic and U.S. Government shipments of foreign military sales material.
- 2. The rules and accessorial charges contained herein apply only when individual rate tenders make reference to this publication. This publication will apply only to GT tenders effective on or after the effective date of this publication, unless otherwise negotiated between HQMTMC and the carrier(s). These rules will not apply to Class 1, Divisions 1.1, 1.2, or 1.3 ammunition.
- 3. The provisions provided herein govern tenders making reference to this publication and take precedence over all other rules, regulations, charges, or provisions named in other publications, except as otherwise provided in a GT solicitation.

#### **ITEM 10**

#### HOW TO USE THIS PUBLICATION

1. The three-character service code and subcode(s) shown in this publication correspond with the three-character code and sub code(s) shown under the service column in the designated section or item of the rate tenders governed by this publication. The charge for the applicable service is shown opposite each service code and sub code(s). To support the DOD electronic data interchange capabilities, we are limiting these codes to the American National Standards Institute (ANSI) accredited standards committee service codes. For example, if Constant Surveillance Service (CIS) is required, the following codes will be shown in the appropriate place of the rate tender:

<u>SVC</u>	<u>SUB</u>	CHARGE/RATE
<u>CIS</u>	<u>1</u>	<u>0</u> <u>0</u> <u>0</u> <u>0</u> <u>0</u> . <u>5</u> <u>0</u>
<u>C I S</u>	<u>2</u>	<u>0</u> <u>0</u> <u>0</u> <u>0</u> <u>0</u> . <u>4</u> <u>0</u>
<u>C I S</u>	<u>3</u>	<u>0</u> <u>0</u> <u>0</u> <u>0</u> <u>0</u> . <u>3</u> <u>0</u>

- a. When charge for a service and a three-character ANSI service code and sub-item charge number are entered under the "SVC" and "SUB" columns, the opposite six-character field under the CHARGE/RATE column must be filled in, using those spaces necessary to express the charge, regardless of the number of spaces shown in the individual service rules. Unused spaces in the character field will be filled in with leading zeros. Entries in the "MINIMUM CHARGE OR MAXIMUM CHARGE" column will be completed in the same manner when authorized in individual rules. When the individual optional service rules provide for a Maximum Charge, it will be shown in the MINIMUM CHARGE OR MAXIMUM CHARGE" column and completed in the same manner.
- b. Rules whose titles are not followed by a three-character ANSI code do not contain charges. These rules are not optional but are binding on all carriers subject to this publication.
- 2. The accessorial and transportation protective service rules in this publication identify the application of the charges, minimum charges, etc., as applying per mile, per shipment, etc., as specified in the individual item.

Includes Changes through Change 10

#### ITEM 10 (continued)

- 3. When providing accessorial services without charge:
- a. In instances where the line-haul rate is required to include the accessorial services, carrier will enter the standard code for that accessorial service in the "SVC" and "SUB" columns. All spaces to the immediate right under the "CHARGE/RATE" and "MINIMUM CHARGE OR MAXIMUM CHARGE" columns will be filled with zeros.
- b. In some accessorial service rules, e.g., ITEM 500, STORAGE (SRG), more than one entry is required to state all charges applicable to the service. If, for example, a carrier wishes to waive only the storage charges applicable to shipments weighing 10,000 pounds or more (alpha/numeric codes SRG3 and SRG4), the entry would be completed as follows: First enter SRG1 and SRG2 (covering shipments weighing less than 10,000 pounds) in the "SVC and SUB" columns and the appropriate charges in the "CHARGE/RATE" column. Then show zeros to the immediate right of service codes SRG3 and SRG4 under the "CHARGE/RATE" column, as appropriate.

#### **ITEM 15 (C5)**

#### **GOVERNING PUBLICATIONS**

Publications, supplements thereto, and reissues thereof listed below shall be considered as part of this rules publication and will not be listed in Section B of the Standard Tender form:

- a. National Motor Freight Classification (NMFC), Tariff ICC 100-series, published by the National Motor Freight Traffic Association, Inc., Agent, 2200 Mill Road, Alexandria, VA 22314-4677 (only commodity item numbers, commodity descriptions, and packaging specifications);
- b. Uniform Freight Classification (UFC), Tariff ICC UFC 6000-series, published by the National Railroad Freight Committee (only commodity item numbers, commodity descriptions, packaging specifications, and Rule 35, except reference to weight for revenue purposes);
- c. The official mileage guide for DOD freight shipments is the Defense Table of Official Distances (DTOD) (commercially known as PC\*Miler). Mileage will be calculated based upon the DTOD version in effect on the date of shipment pickup. MTMC will use mileage computed by DTOD for cost evaluation and carrier selection. Information pertaining to the current version of DTOD can be found on the internet at DTOD-MTMC.BELVOIR.ARMY.MIL. DTOD mileages apply to all DOD freight shipments made on or after April 1, 1999.
- d. Directory of Standard Multi-Modal Carrier and Tariff Agents Codes (SCAC/STAC), ICC NMF 101-series, published by the National Motor Freight Traffic Association, Inc., Agent;
- e. Continental Directory of Standard Point Location Codes (SPLC), ICC NMF 102-series, published by the National Motor Freight Traffic Association, Inc., Agent;
  - f. Code of Federal Regulations (CFR), Title 49;
  - g. Bureau of Explosives (BOE), US Department of Transportation, Tariff 6000-series.

Includes Changes through Change 10

#### ITEM 15 (continued)

- h. ATA Hazardous Materials Tariff ICC ATA-111 series, published by the American Trucking Associations, Agent;
- i. MTMC Class Rate Publication No. 100-series.
- j. MTMC Standard Tender Instruction Publication No. 364.

#### ITEM 20 (C10)

#### **AMENDING THIS PUBLICATION**

- 1. MTMC will amend this publication by adding new or revising existing ITEMS on an as-needed basis. See ITEM <u>1010</u> for an explanation of the reference marks indicating new or revised ITEMS.
- 2. Revisions to this publication will apply only to GT tenders effective on or after the effective date of the revision, unless otherwise negotiated between HQMTMC and the carrier(s).

#### **ITEM 25**

#### **APPLICATION OF TENDERED RATES**

- 1. Tendered line-haul rates subject to this rules publication apply on commodities as defined in ITEM <u>270</u>, moving to all points within the contiguous United States, and are subject to the movement requirements stated in this publication. Rates tendered may also be applied to volume movements (such as the redistribution of stock) which were not included in the original tonnage estimates.
- 2. Shipper may require carriers to provide Exclusive Use of Vehicle or Expedited Service to any destination when such service is considered to be in the best interest of the Government- In such cases, applicable charges and transit times will be determined.
- 3. In tendering shipments subject to these rules, the shipper reserves the right to use either the designated primary truckload (TL) or less-than-truckload (LTL) carrier to a particular destination region or point. In exercising this right, the shipper will select that carrier whose tendered rate and applicable minimum weight (or actual weight if greater) produces the lowest total charges.

Includes Changes through Change 10

#### **ITEM 30** (C10)

#### **CARRIER PERFORMANCE (ERT) (see NOTE)**

Primary and alternate carriers selected for traffic subject to these rules will be responsible for providing fully satisfactory service as described in this rules publication. Performance will be measured in weekly/monthly reporting periods from each shipping location. Documenting and addressing carrier service failures are the responsibility of the consignor or Users' Group. It decides when failure to meet the standards in this rules publication constitutes a service failure and warrants action. While the Government reserves the right to immediately remove a carrier for a service failure, i.e. service which fails to meet the service standards below, the following procedures will normally be followed:

- a. Procedures for Addressing Carrier Service Failures:
- (1) Upon observing a service failure(s), the consignor or Users' Group will document the performance problem(s) and issue a Letter of Warning to the carrier in an attempt to resolve the problem(s). The Letter of Warning will specify the service failure(s) and specifically designate the traffic (lane, region, point) in question. The letter will also advise the carrier that it has ten (10) working days from the date of the letter to provide the shipping activity with the reasons for the service failure(s) in writing, and identify actions taken to preclude recurrence of the failure(s). The letter will further advise the carrier that a recurrence of the same type of service failure(s), occurrence of another service failure(s), or failure to respond to the Letter of Warning within ten (10) days from the date of the letter will result in a Letter of Removal. Copies of all Letters of Warning will be forwarded to HQMTMC, ATTN: MTOP-JG.
  - (2) Upon observing any such recurrence or occurrence of any type of service failure, i.e. second failure:
- (a) The consignor or Users' Group will prepare a letter to HQMTMC, ATTN: MTOP-JG, requesting the carrier be removed from the traffic. The request will specify the service failures and will enclose all supporting documentation. Upon receipt of such a request, HQMTMC will immediately prepare and forward a Letter of Removal to the carrier. The letter will specify the service failures and specifically designate the traffic (lane, region, point) in question. HQMTMC will coordinate removal dates and effective dates of award of traffic to alternate carriers with the consignor or Users' Group as applicable.
- (b) DLA consignors will prepare a Letter of Removal and forward it to their respective district/region office requesting the carrier be removed from the traffic. The letter will specify the service failures, specifically designate the traffic (lane, region, point) in question, and enclose all supporting documentation. If the district/region office concurs with the request, it will coordinate a removal date with HQMTMC, ATTN: MTOP-JG, and forward the Letter of Removal to the carrier. An advance copy of the Letter of Removal will be faxed to HQMTMC, ATTN: MTOP-JG, telephone (703) 681-6292/fax(703) 681-8478 and HQ DLA, ATTN: MMLM, telephone (703) 767-3638/fax (703) 767-3628.
- (3) Poor performance and removal from any lane or segment of traffic governed by this rules publication may subject the carrier to removal from all guaranteed traffic held by the carrier. If a carrier is removed from any lane or segment of traffic, the carrier will not be returned to the routing for the remaining term of the guaranteed traffic.
- b. Receiving activities should monitor performance of carriers delivering to their activities and report any service failure to shipping activities for their consideration, in addition to documenting them (when applicable) on Transportation Discrepancy Reports (SF 361) in accordance with the Defense Transportation Regulation, Part II (DOD 4500.9-R). Regular communication between shipping and receiving activities is key to ensuring all aspects of carrier performance are adequately monitored and appropriate action is taken.
- c. Service failures not addressed in this rules publication or those of an especially serious nature should be forwarded immediately to HQMTMC, ATTN: MTOP-JG.

Includes Changes through Change 10

Effective May 1, 2000

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#### ITEM 30 (continued)

- d. In addition to conditions outlined in paragraph a(2)(a) above, carrier may be removed from traffic governed by this rules publication should any of the following occur:
- (1) A HQMTMC Carrier Review Board (CRB) action prohibits the carrier from handling DOD freight of the type covered by the solicitation.
  - (2) The carrier is disqualified nationwide or placed in a nationwide nonuse status.
- (3) The carrier is disapproved under the HQMTMC Carrier Qualification Program. Carrier will be subject to any action taken by a HQMTMC CRB or any debarment or suspension by any higher Government authority.

Carrier will be subject to any action taken by a HQMTMC CRB or any debarment or suspension by any higher Government authority.

- e. Withdrawal By Primary Carrier:
- (1) After the acceptance of the Guaranteed Traffic award by the carrier, the Government will require that the selected carrier honor the award until the expiration date of the tender.
- (2) Should a primary carrier withdraw from traffic award(s), it must provide not less than a 30-day written notice of the proposed withdrawal, via certified mail, to the shipper and HQMTMC, ATTN: MTOP-JG. The notice must contain the reasons for carrier withdrawal. The 30-day notice will begin on the first working day after receipt of the written notice by HQMTMC. In the event the carrier does not provide 30-day notice, the carrier is liable for all excess transportation costs of charges for cargo moved during the period for which the 30-day notice was not given. HQMTMC will offer the traffic to the next alternate carrier. If the alternate carrier declines to accept the traffic, additional alternate carriers will be offered the traffic until it is accepted. The carrier withdrawing is liable to the Government for the difference between its cost and the new carrier's cost.
- (3) If the carrier is unable to complete the through movement of a shipment in a timely manner, the Government may take possession of the cargo and complete the movement to destination. The carrier shall protect and preserve the cargo until surrendered to the Government or its agent. The Government may, at its option, pay any charges necessary to obtain release of the shipment from the carrier's agents, subcontractors, or other third parties. The carrier shall be liable for all additional costs incurred by the Government which are in excess of those costs which would have been incurred if the carrier had maintained total through movement of the shipment.
- f. Carriers with a history of removals and/or withdrawals from guaranteed traffic may be removed from all traffic governed by this rules publication and/or referred to a HQMTMC CRB for possible disqualification from participation in future solicitations, other negotiated traffic, and DOD freight traffic movements in general.

Includes Changes through Change 10

#### ITEM 30 (continued)

- g. Service Standards. Carriers awarded traffic subject to this rules publication will be required to meet the following standards, as well as satisfactorily comply with any additional service requirements specified in these rules:
  - (1) Accept 100 percent of the shipments offered.
- (2) Acknowledge shipper movement requirements within the time frame and by the means specified by the shipper. Provide equipment within ERT(1)\_\_\_\_\_ hours from the time of request specified in the solicitation.
  - (3) Meet the required delivery dates of shipments moving under expedited service 100 percent of the time.
  - (4) Meet established transit times ERT(2) \_\_\_\_\_ percent of the time.
  - (5) Deliver tendered shipments intact and without loss and damage ERT(3) \_\_\_\_\_ percent of the time.
  - (6) Provide delivery reports to the shipper by the dates specified.
  - (7) Provide hard-copy proofs of delivery to shipper by the dates specified.
  - (8) Provide clean and odor-free equipment that is consistent with the type specified by the shipper as required.
  - (9) Provide exclusive use of vehicle as requested.
  - (10) Provide extra drivers as requested to meet expedited service requirements as requested.
  - (11) Maintain equipment pool as required.

NOTE: See also ITEMS 625, <u>SATISFACTORY SERVICE STANDARDS</u>; 630, <u>SATISFACTORY SERVICE STANDARDS FOR TOFC SERVICE</u>; and <u>755</u>, <u>SATISFACTORY SERVICE STANDARDS</u>.

#### **ITEM 35**

#### **CHANGING MISSION REQUIREMENTS**

- 1 Cargo estimates used as evaluation factors in tenders governed by this publication are the best Government estimates and are not a guarantee of freight traffic to be moved. These estimates are provided only for information and evaluation purposes.
- 2. The evaluation factors do not reflect possible emergency or unusual surge requirements. At its own option, the Government reserves the right to divert shipments to existing air, barge, rail, and/or surface transportation systems, as necessary.
- 3. If DOD mission requirements make it necessary to change distribution methods and/or shipping patterns and that change is determined to impact on the estimated traffic requirements, carrier will be furnished no less than 30 days' advance notice of the expected change.
- 4. The consignor reserves the right to ship by military/organic transport in lieu of the designated commercial carrier to satisfy military reservist training exercises. Unscheduled loads (extra) may be offered to military transporters during a reserve deployment exercise in lieu of designated commercial carriers at any time.

Includes Changes through Change 10

Effective May 1, 2000

Headquarters
Military Traffic Management Command
Deputy Chief of Staff for Operations
Alexandria, VA 22332-5000

#### **ITEM 40** (C1)

#### **ELECTRONIC DATA INTERCHANGE**

- 1. **Electronic Data Interchange (EDI).** To participate in the Military Traffic Management Command (MTMC) electronic freight Guaranteed Traffic (GT) program, air, motor, and rail commercial carriers must be an established Department of Defense Electronic Data Interchange (DOD EDI) trading partner and comply with published Accredited Standards Committee (ASC)X12 standards and DOD EDI implementation conventions when electronically exchanging transportation or transportation related data with DOD components. The commercial EDI trading partner should be receptive/capable of electronically exchanging GT shipment, rate, and award information; receiving Electronic Funds Transfer in lieu of hard copy payment; and providing delivery and shipment status reports transit visibility to the Global Transportation Network (GTN) and CONUS Freight Management (CFM) system.
- 2. The DOD's transportation EDI capabilities currently contained in the EDI Trading Partner Agreement are limited to the following American Standards Institute ASC X12 public standard transactions sets:
  - 110: Invoice from air freight carriers to DOD finance centers
  - 210: Invoice from motor carriers to DOD finance centers
  - 214: Shipment status message from carriers to GTN and CFM
  - 410: Invoice from all rail carriers to DOD finance centers
  - 602: Rate submissions from carriers to MTMC
  - 858: Shipment information from DOD shippers and CFM to carriers
  - 859: Generic invoice from carriers to DOD finance centers
  - 997: Functional acknowledgment

MTMC's conventions for its GT program include the ASC X12 public standard transaction sets:

- 602: GT solicitation/tender bids
- 824: Application advice, GT tender compliance acknowledgment
- 864: GT award letter
- 3. The commercial EDI trading partners will exchange business data with DOD components through third-party EDI value-added networks (VANs), compatible with the EDI VAN used by DOD.

Includes Changes through Change 10

#### **ITEM 45**

#### EMERGENCY SERVICES

- 1. Notwithstanding any other provision of this agreement and/or rules publication, the primary and alternate carriers may be required to provide equipment, personnel, and services not described herein and to accommodate surges to the Government requirements. These requirements may materialize in the event of a declaration of war, national emergency, or other unforecasted contingency.
- 2. HQMTMC may at any time make changes in writing or orally (to be formalized in writing) to the work ordered that is within the general scope of this agreement and/or rules publication. Changes may include but are not limited to:
- a. Terms and conditions of the agreement and governing rules publication, such as tonnage increases or extended delivery areas;
  - b. Method or manner of performance of the work to include extended operating hours;
  - c. Acceleration in the performance of work.
- 3. Any other written or oral order from any source other than as directed by HQMTMC that causes a change shall be considered only after the carrier gives HQMTMC written notice stating the date, circumstances, and the source of the order. The carrier may process the change, as set forth below, upon approval by HQMTMC.
- 4. Except as stated in this provision, no order, statement, or conduct of any transportation official shall be treated as a change under this provision or entitle the carrier to any equitable adjustment. No proposal by the carrier for an equitable adjustment shall be allowed if asserted after final payment.

5. Line-haul and accessorial charges under this provision will be billed as follows: The Government may make an equit	able
adjustment in charges upon receipt of the carrier billing documenting the charges and costs for services according to ca	rrie
tenders and as verified and approved by the installation transportation officer. The carrier will also provide the Government bit	ll o
lading, carrier waybill, and any other supporting documentation. The Government bill of lading must contain the statement an	d/o
entry that "These charges are in accordance with carrier tenders for services authorized by HQMTMC message/le	tter.
dated, subject:, Item/Rule Number, Publication Number"	

Includes Changes through Change 10

#### **ITEM 50**

#### **EVALUATION AND SELECTION OF CARRIER**

ITEM DELETED.

**ITEM 55** 

#### **FRACTIONS**

- 1. Fractions of a cent resulting from the application of rates and accessorial charges will be disposed of as follows:
  - a. Fractions of less than one-half of one cent will be omitted.
  - b. Fractions equal to or more than one-half of one cent will be increased to the next whole cent.
- 2. When rates offered are per mile, the charges for a fractional mile will be based on the next higher mile; e.g., the charge for 450.5 miles will be figured on the 451 mile rate.

Includes Changes through Change 10

#### **ITEM 60**

#### **LATE TENDERS**

Tenders, submitted via tender format or electronically using EDI, must be received before the time and date specified in the individual solicitation. Any tender received at the place designated in the solicitation after the time specified for receipt will be considered nonresponsive and returned to the submitter.

#### **ITEM 65**

#### **OPTION TO EXTEND**

- 1. The Government may extend the term of this GT by written notice to the carrier. Notice of this intent will be sent to the carrier(s) 60 days prior to the original expiration date. The preliminary notice does not commit the Government to an extension.
- a. If the Government exercises this option, the extended GT shall be considered to allow up to three 1-year extensions. All extensions will be in increments up to one year, not to exceed a total of 3 years.
  - b. The total duration of this GT, including the exercise of any option under this item shall not exceed five years.
- 2. Rates shall be subject to adjustment in accordance with the following price adjustment procedures:
- a. Increases or decreases in tendered rates shall be automatically made by MTMC in accordance with the Producer Price Index, published by the U.S. Department of Labor. Factors considered will be the Producer Price Index for General Freight, Truckload (PPI-GFTL), and Less than Truckload (PPI-GFLTL). Adjustment may be made for years 3, 4, and 5 of the GT award. No adjustments will be made when the percent of change is less than one percent.
- b. The basic index will be that indicated for the month of the original effective date of the tender and at the end of the 21st month (3 months prior to expiration). Subsequent extension options will be based on the index for each of the succeeding 12 months. The net change will be developed by subtracting the latest index from the index in effect at the time of the original award or previous extension. The difference will be divided by the base index at the time of the award/previous extension for the increase authorized.

For example: October 1992 = 104.9

June 1994 = 110.1 (21 Months)

Net Change = 5.2

Price Adjustment:

Net change/Base Index = 5.2/104.9 = 4.9

This results in a 4.9% increase.

3. The Government will provide the carrier written notification of the price adjustment at least 45 days prior to the effective date thereof.

Includes Changes through Change 10

#### **ITEM 70**

#### PRE-AWARD SURVEY

- 1. Before award, HQMTMC reserves the option to conduct an on-site survey of carrier facilities and may require carriers being considered for GT to meet with the consignor at consignor's location. Purpose of these on-site visits and meetings is to determine whether the carrier has the necessary facilities, equipment, and operational expertise to perform satisfactorily. If the pre-award survey/meeting indicates that the carrier being considered cannot perform these requirements satisfactorily, the carrier will not be selected.
- 2. Completion of pre-award survey will be in addition to any other carrier prequalification requirements such as satisfactory safety ratings, adequate insurance coverage, operating authority.
- 3. Carrier must satisfy the Government of its being able to perform solicitation requirements:
  - a. Sufficient types of equipment will be available.
- b. Necessary specialized equipment, either owned or available through rental or lease agreements, will be available, evidenced by commitment or explicit agreements.
  - c. Backup support will be available in the event of equipment breakdown.
  - d. Carrier terminal facilities are sufficient.
  - e. Carrier has necessary qualified and capable supervisory personnel.
  - f. Carrier has sufficient labor resources available.
  - g. Carrier has sufficient ADP capability.
- 4. Carrier will provide evidence of its transportation safety record.
- 5. Carrier will explain its transportation services, including pickup, delivery, and line-haul procedures and indicate whether it will use line-haul or city delivery equipment for pickup and delivery, the proximity of its pickup equipment to the locations of shipments to be picked up.
- 6. Carrier will be able to furnish weekly progress reports as required by the consignor.
- 7. Carrier will use a cargo manifest and have necessary tracing capability, including cargo documentation that adequately provides cargo identification.
- 8. Carrier will insure its ability to comply with delivery or performance schedules, after considering present or anticipated commercial and Government shipment commitments.
- 9. Carrier will have necessary organization, experience, accounting, and operational controls and technical skills or the ability to obtain them.
- 10. Carrier must meet local, State, and Federal standards to ensure terminal facilities are adequately protected against theft and fire.

Includes Changes through Change 10

#### **ITEM 75**

#### SERVICES NOT OTHERWISE SPECIFIED

Charges for carrier services not specifically named herein, but determined to be a requirement following the allocation of traffic, will be negotiated by HQMTMC with the carrier. If negotiation efforts with the primary carrier fail to produce a reasonable charge for the required services, the Government reserves the right to negotiate immediately with the alternate carrier(s) for those services. If the negotiated accessorial charges, when combined with the alternate carrier base rate, produce a lower charge, the primary carrier will be removed and traffic will be routed via the low-cost carrier.

#### **ITEM 80**

#### STANDARD POINT LOCATION CODES

Tenders submitted by carriers showing the Standard Point Location Code (SPLC) of a city, with its corresponding narrative information, will be applicable to **all** DOD installations and other consignors within the corporate limits of that city. Those SPLCs applicable to the corporate limits of all cities, consist of six numbers only; but in entering these SPLCs in the DOD tender, the six numbers must be followed by three zeros to complete the entire nine-position SPLC field.

#### ITEM 85 (N5)

#### TERMINATION FOR CONVENIENCE

The Director of HQ MTMC's Joint Traffic Management Office, by 30-days' written notice, may terminate a GT agreement, in whole or in part, when it is in the Government's interest. If the GT agreement is terminated, the Department of Defense shipper, or entity responsible for movement of the shipment, shall be liable only for payment for shipments tendered before the effective date of termination.

Includes Changes through Change 10

#### **SECURITY SERVICES RULES**

Motor carriers whose operating authorities are restricted against shipments of SECRET commodities or against weapons, ammunition, or explosives which the United States Government has designated sensitive may not offer DDN, PSS, or SEV service.

Motor carriers whose operating authority does not restrict them from handling Class 1, Division 1.4 or sensitive munitions or other hazardous shipments may offer CIS, DDP, MNS/MVS, SNS, or 675 service.

Security Services CIS, DDN, DDP, MNS/MVS, PSS, SEV, and SNS, described in this section, may not be offered by surface Freight Forwarders, Shipper Agents, or Shipper Associations, except with prior approval by HQMTMC on a case-by-case basis.

For Explanation of Abbreviations, Definitions, and Reference Marks

See SECTION 5

Includes Changes through Change Ten

#### **ITEM 100**

#### **DRIVER ID REQUIREMENTS**

- 1. DOD requires all commercial drivers employed to handle shipments (both truckload and less than truckload) moving under a transportation protective service (Protective Security Service, Dual Driver Protective Service, Dual Driver Protective Service with National Agency Check, DOD Constant Surveillance Service, Motor Surveillance Service, DTTS Satellite Motor Surveillance Service, and Security Escort Vehicle Service) to carry adequate identification which verifies their affiliation with the carrier(s) named on the bill of lading. From the documents provided, consignors must be able to verify the driver's affiliation with the origin carrier named on the bill of lading.
- 2. Carriers providing a transportation protective service must ensure that their drivers handling these shipments carry a valid commercial driver's license with a hazardous materials endorsement, hazardous material training certificate and medical qualification card, employee record card, or similar documents, one of which must contain the driver's photograph. Carriers of Class 1 ammunition, explosives, fireworks, or chemical munitions, or Class 7 radioactive Yellow-III label material will specifically annotate this kind of training on the hazardous material training card.
- 3. For carriers cleared to handle SECRET shipments, the identification requirements are in accordance with the Industrial Security Manual (paragraph 8, DOD 5220.22-M and paragraph 11.A (10), Section 111, DOD 5220.22-C).
- 4. The GBL will be used to issue instructions to drivers of all commercial carriers transporting explosives or certain other dangerous articles for the military departments over public roads within CONUS. This form provides the consignor with a medium for disseminating precautionary procedural instructions to the driver. The driver will require this instruction to learn how best to protect himself/herself, the lading, vehicle, and other life and property from such hazards as fire, accident, and vehicle breakdown. Depending on the type of commodities involved, the consignor will supplement the instructions contained in the form with specific instructions to ensure that the driver will take every precaution while transporting the cargo. The driver must transfer the form to each successive driver, if any, for delivery to the consignee at destination. Each successive driver shall meet the requirement of Paragraph 2 above.
- 5. When a shipment of Class 1, Divisions 1.1, 1.2, or 1.3 ammunition, explosives, fireworks, or chemical munitions, or Class 7 radioactive Yellow-III label material is involved in an accident or is delayed en route for a period of 8 hours or more, the carrier driver will notify the consignor and consignee by the fastest available means. Emergency telephone numbers are:
- a. For accidents/incidents of DOD munitions and explosives, any carrier or DOD component should contact the Army Operations Center directly, commercial (collect) (703) 528-8230.
- b. For accidents/incidents involving transportation of DOD hazardous cargo other than munitions, explosives, and radioactive materials, the other DOD Emergency Response Hotline, at 1-800-851-8061, will provide emergency information.
- c. For accidents/incidents involving radioactive materials, the National Response Center at 1-800-424-8802 will provide assistance.

Includes Changes through Change Ten

#### **ITEM 105**

#### **DOD CONSTANT SURVEILLANCE SERVICE (CIS)** (see NOTE 1)

- 1. DOD Constant Surveillance Service (CIS) will be provided by the carrier upon consignor's request. CIS provides the following:
- a. Continuous responsibility for constant surveillance and custody of shipments in transit. Attendance and surveillance shall prevent all inspections (except those performed by Government enforcement agencies in their line of duty), tampering, pilfering, or sabotage, including, insofar as humanly possible, safeguard against all manner of unusual circumstances, such as wreck, delay, flood, or violent disturbances. DOD CIS may be requested for classified CONFIDENTIAL, or Security Risk Categories (SRC) III and IV (arms, ammunition, and explosives), or small, uncategorized shipments. For other SRC sensitive shipments, carrier must provide Satellite Motor Surveillance Service (see ITEM 130).
- b. Unless otherwise stated herein, when not being driven, a vehicle must be attended at all times by a qualified representative of the carrier. A vehicle is "attended" when the person responsible for the shipment is in the vehicle, awake, not in a sleeper berth, or is within 100 feet of the vehicle and has the vehicle within his/her constant, unobstructed view. A qualified representative is a person employed by the carrier or the terminal involved in handling shipments; designated by the carrier/terminal to attend the conveyance; aware of the sensitivity of material moving under DOD CIS; knowledgeable of the safety, security, and emergency procedures that must be followed; and is authorized and has the means and capability to move the transportation conveyance.
  - c. For brief stops en routes, ensure that the vehicle or shipment is attended.
- d. When circumstances require lengthy stops en route, carriers will ensure that the vehicle is parked only at a carrier terminal, a state or local approved safe haven under 49 CFR, or during emergencies in a DOD safe haven or refuge location. When a vehicle is parked in a carrier terminal or at a state or local safe haven, a qualified carrier or terminal representative must keep the shipment in full view and stay within 100 feet of the vehicle or shipment at all times; or the shipment must be secured in an adequately lighted area surrounded by at least a 6-foot chain link fence and is continuously patrolled by a representative of the carrier or terminal and be under the general observation of a qualified carrier or terminal representative at all times. As an alternative, a shipment may be placed in a security cage (see NOTE 2).
- e. The trailer or conveyance containing the material upon which DOD CIS is requested must always be connected with the power-unit (tractor) during shipment, except when stopped at a Department of Defense (DOD) contractor activity for loading/unloading; at a carrier terminal for servicing; at a carrier-designated point where the driver maintains continuous surveillance over the shipment while disconnected; at a state or local safe haven location which meets the terminal security standards of paragraph 1(c); or, in emergencies, at a DOD safe haven or refuge location.
  - f. Carrier must be able to trace a shipment and provide current status in less than 24 hours.
- g. Carrier or its agent will notify the consignee and consignor by telephone if shipment cannot reach consignee within 24 hours of the agreed upon desired delivery date.
- h. Carrier must ensure that drivers employed to handle sensitive shipments requiring DOD CIS carry a valid commercial driver's license and a medical qualification card, employee record card, or similar documents, one of which must contain the driver's photograph. From the documents provided, shippers must be able to verify the driver's affiliation with the origin carrier named on the bill of lading (see ITEM <u>100</u>).

Includes Changes through Change Ten

#### ITEM 105 (continued)

- i. Single line-haul preferred.
- j. No trip-lease authorized (see ITEM <u>115</u>).
- k. Maintenance of a Signature and Tally Record (DD Form 1907) by the carrier is an integral part of DOD CIS. Both the shipper and the carrier shall comply with the requirements of SIGNATURE AND TALLY RECORD SERVICE on all shipments for which DOD CIS is requested and provided. Drivers are required to sign the DD Form 1907 when they assume initial responsibility for the shipment.
  - 1. Shipper seals may be removed under the provisions of ITEM 475, SEALING OF VEHICLES...
- m. Driver(s) moving shipments on which DOD CIS is requested will be instructed by the carrier on how to obtain DOD safe haven/refuge, state and local law enforcement assistance, and actions to take to comply with the requirements listed in paragraphs 1.a. through 1.l above. (See ITEM 215 for emergency telephone numbers.)
- n. The tractor moving a DOD CIS shipment must be equipped with a working mobile communications unit, such as a radio unit or a telephone unit, capable of contacting state/local law enforcement personnel for the purpose of seeking assistance, and all drivers must be capable of using the unit to make the contact.
- 2. When DOD CIS is required for a shipment, the shipper shall notify the carrier in advance of the requirement and annotate on the bill of lading:

"DOD Constant Surveillance Service Requested. Signature and Tally Record (DD Form 1907) Furnished to Carrier"

3. In addition to all rates and charges for transportation, shipments for which DOD CIS is provided by carrier at shipper's request will be subject to the following charges which include constant and specific surveillance and the maintenance of a Signature and Tally Record.

1 to 500 miles	CIS(1) \$per mile per vehicle or dromedary
50l to 1,000 miles	CIS(2) \$per mile per vehicle or dromedary
1,001 to 1,500 miles:	CIS(3) \$per mile per vehicle or dromedary
1,501 to 2,000 miles	CIS(4) \$per mile per vehicle or dromedary
2,001 to 3,000 miles	CIS(5) \$per mile per vehicle or dromedary
Over 3,000 miles	CIS(6) \$per mile per vehicle or dromedary
Minimum Charge	CIS(7) \$per vehicle or dromedary

If carrier operations require an extra driver to provide CIS for shipments moving in excess of 500 miles, then charges for those mileage brackets should be adjusted accordingly.

NOTE 1 - For other than ammunition/explosive and sensitive cargo, CIS will be provided upon consignor request and agreement with the carrier.

Includes Changes through Change Ten

#### ITEM 105 (continued)

#### NOTE 2 - SECURITY CAGE STANDARDS

General: Security cages will be fabricated from commercial steel grating panels. Walls, doors, floors, and ceiling must provide protection equivalent to the steel grating to preclude forced entry. Doors must have DOD approved padlocks (equivalent to American 200 series) and hasp systems. Connecting hardware must be welded or otherwise secured to deter unauthorized entry.

Walls: Constructed of structural steel angle and expanded steel grating. Building walls also may be used which provide equivalent security to form sides(s). (Example: Double-course reinforced or filled concrete block.)

Floors: Made of asphalt or reinforced concrete or wood if reinforced with steel floor plating.

Ceiling: Same material as wall or floor. Minimum height - 8 feet. Frame - metal. Hinges - welded hinge pins. Locks - DOD approved (equivalent to American 200 series) security locks and hasps.

Connecting Devices: Welded, peened, or otherwise installed so as to deter unauthorized entry.

Windows/Openings: Expanded steel grating, anchored in metal frame, secured in same manner as door.

Alternative: As an alternative to a security cage, a CONEX, dromedary, or similar heavy container which is sealed and locked with a DOD approved (equivalent to American 200 series) lock may be used in buildings which are locked, guarded, or alarmed. In lieu of locking the containers, they may be placed with doors against each other or against a substantive building wall.

#### NOTE 3 - TERMINAL SECURITY STANDARDS

Carriers may utilize Closed Circuit Television (CCTV) in lieu of or to augment terminal security personnel if that use will provide equivalent or enhanced observation of the shipment/area protected and/or entry/exit control points under the following conditions:

- a. MTMC prior written approval of each proposed CCTV utilization.
- b. The TV monitor will be continuously monitored when a shipment requiring protection is in the terminal.
- c. Terminal/security personnel must be capable and available for immediate response to detached intrusions/incidents.
- d. CCTV guidelines contained in Army Field Manual 19-30, Appendix L, apply.

Includes Changes through Change Ten

### ITEM 110 (C10) <u>DUAL DRIVER PROTECTIVE SERVICE</u> (DDP) DUAL DRIVER PROTECTIVE SERVICE WITH NATIONAL AGENCY CHECK (DDN)

- 1. Upon consignor's request, carrier will provide Dual Driver Protective Service (DDP) or Dual Driver Protective Service with National Agency Check (DDN), subject to the following:
- a. Continuous responsibility, attendance, and surveillance of a shipment through the use of two (dual) qualified drivers in the same line-haul vehicle and includes the maintenance of a Signature and Tally Record (DD Form 1907). Such attendance and surveillance shall prevent all inspections (except those performed by Government enforcement agencies in their line of duty), tampering, pilfering, or sabotage, including, insofar as humanly possible, all manner of unusual circumstances, such as wreck, delay, flood, or violent disturbances.
- b. Unless otherwise stated herein, when not being driven, a vehicle must be attended at all times by a qualified representative of the carrier. A vehicle is "attended" when the person responsible for the shipment is in the vehicle, awake, not in a sleeper berth, or is within 25 feet of the vehicle and has the vehicle within his/her constant, unobstructed view. A qualified representative is a person who is employed by the carrier or the terminal involved in handling of shipments, designated by the carrier/terminal to attend the conveyance, aware of the sensitivity of material moving under DDN or DDP, knowledgeable of the safety, security, and emergency procedures that must be followed, and is authorized and has the means and capability to move the transportation conveyance.
  - c. For brief stops en route, ensure that the vehicle or shipment is attended.
- d. When circumstances require lengthy stops en route, carrier will insure that the vehicle is parked only at a carrier terminal, a state or local approved safe haven under CFR Title 49, or during emergencies, in a DOD safe haven or refuge location. When a vehicle is parked in a carrier terminal or at a state or local safe haven, a qualified carrier or terminal representative must keep the shipment in view and stay within 25 feet of the vehicle or shipment at all times; or the shipment must be secured in an adequately lighted area that is surrounded by at least a 6-foot chain link fence and is continuously patrolled by a representative of the carrier or terminal and is under the general observation of a qualified carrier or terminal employee at all times. As an alternative, a shipment may be placed in a security cage (see ITEM 105, NOTE 2).
- e. Maintenance of a Signature and Tally Record is an integral part of DDN and DDP. Both the shipper and the carrier shall comply with the requirements of SIGNATURE AND TALLY RECORD SERVICE on all shipments for which DDN or DDP is requested and provided. (NOTE: Both drivers are required to sign the Signature and Tally Record (DD Form 1907) when they assume initial responsibility for the shipment (see ITEM 140).
  - f. Single line-haul.
  - g. No trip-lease authorized (see ITEM 115).
- h. The vehicle conveying the shipment for which DDN or DDP is requested must remain connected with the power-unit (tractor) during shipment, except when stopped at a DOD activity/contractor for loading/unloading; at a carrier terminal for servicing; at a carrier-designated point where the driver(s) maintains continuous attendance and surveillance over the shipment while disconnected; at a state or local safe haven location which meets the terminal security standards of Paragraph d. above; or, in emergencies, at a DOD safe haven or refuge location.

Includes Changes through Change Ten

#### ITEM 110 (continued)

- i. Carrier must ensure that drivers employed to handle sensitive shipments requiring DDN or DDP carry a valid commercial driver's license and a medical qualification card, employee record card or similar documents, one of which must contain the driver's photograph. From the documents provided, shippers must be able to verify the driver's affiliation with the carrier named on the bill of lading (see ITEM <u>100</u>).
- j. The tractor moving a DDN or DDP shipment must be equipped with a working mobile communications unit, such as a radio unit or a telephone unit, capable of contacting state/local law enforcement personnel for the purpose of seeking assistance. Both drivers must be capable of using the unit to make the contact.
  - k. Carrier must be able to trace a shipment in less than 24 hours.
- 1. Carrier or its agent will notify the consignee by telephone if shipment cannot reach consignee within 24 hours of the agreed upon desired delivery date.
- m. Drivers moving shipments on which DDN or DDP is requested will be instructed by the carrier on how to obtain DOD safe haven/refuge, state and local law enforcement assistance, and actions to take to comply with the requirements listed in paragraphs 1.a. through 1.l above. (See ITEM 215 for emergency telephone numbers.)
- n. Exclusive Use of Vehicle or Dromedary Service. (1) Carriers providing DDN are required to provide Exclusive Use of Vehicle or dromedary, as applicable. (2) Carriers providing DDP are required to provide Exclusive Use of Vehicle or dromedary only if the shipper annotates a request for this service on the GBL.
- 2. When DDN or DDP is required for a shipment, the shipper shall notify the carrier in advance of the requirement, and annotate on the bill of lading:

"Dual Driver Protective Service Requested. Signature and Tally Record (DD Form 1907) Furnished to Carrier"

or

"Dual Driver Protective Service with National Agency Check Requested. Signature and Tally Record (DD Form 1907) Furnished to Carrier"

3. Carriers providing DDN agree to permit a National Agency Check on all management and operational personnel involved. Management personnel include: owners (including partnership where applicable), principal deputies, board members (where applicable), and company managers responsible for liaison with DOD operations. Operational personnel include: drivers, handlers, and terminal and security personnel hired permanently or temporarily by the company to protect the DOD cargo.

Includes Changes through Change Ten

#### ITEM 110 (continued)

- 4. In addition to all rates and charges for transportation, shipments for which DDN or DDP is provided by carrier at consignor's request will be subject to the following charges from point of origin to final destination:
  - a. Dual Driver Protective Service (DDP):

1 to 500 miles	DDP(1) \$per mile per vehicle or dromedary
50l to 1,000 miles	DDP(2) \$per mile per vehicle or dromedary
1,001 to 1,500 miles:	DDP(3) \$per mile per vehicle or dromedary
1,501 to 2,000 miles	DDP(4) \$per mile per vehicle or dromedary
2,001 to 3,000 miles	DDP(5) \$per mile per vehicle or dromedary
Over 3,000 miles	DDP(6) \$per mile per vehicle or dromedary
Minimum Charge	DDP(7) \$per vehicle or dromedary

In Section K of the DOD tender, carriers will complete DDP(1) through DDP(7).

b. Dual Driver Protective Service with National Agency Check (DDN):

1 to 500 miles	DDN(1) \$per mile per vehicle or dromedary
50l to 1,000 miles	DDN(2) \$per mile per vehicle or dromedary
1,001 to 1,500 miles:	DDN(3) \$per mile per vehicle or dromedary
1,501 to 2,000 miles	DDN(4) \$per mile per vehicle or dromedary
2,001 to 3,000 miles	DDN(5) \$per mile per vehicle or dromedary
Over 3,000 miles	DDN(6) \$per mile per vehicle or dromedary
Minimum Charge	DDN(7) \$per vehicle or dromedary

In Section K of the DOD tender, carriers will complete DDN(1) through DDN(7).

These charges include the maintenance of a Signature and Tally Record; furnishing dual drivers; a working mobile communication unit in the tractor; and all other provisions/requirements shown in paragraph 1 above; and, for DDN only, the Exclusive Use of Vehicle or Dromedary Service, as applicable. Added charges for Exclusive Use of Vehicle or Dromedary Service, as applicable, for DDP may be assessed only when the consignor annotates a request for this service on the GBL.

5. Carriers offering Dual Driver Protective Service with National Agency Check agree to execute Certificate Pertaining to Foreign Interests (DD Form 441S) as a precondition to providing this service to the DOD. Carriers need to execute only one DD Form 441S, regardless of the number of tenders filed. Forms may be obtained by writing to HQMTMC, ATTN: MTOP-OPP, Hoffman II Building, 200 Stovall Street, Alexandria, VA 22332-5000.

Includes Changes through Change Ten

#### **ITEM 115**

#### **LEASED EQUIPMENT RESTRICTIONS**

- 1. Trip-leased commercial vehicles will not be used to transport DOD shipments for which a transportation protective service is required. The vehicles used must be owned or leased under a valid agreement (see paragraph 2 below) by the company transporting the shipment, and the vehicle drivers must be full-time employees or under the direct control and responsibility of that company. This is not to be construed, however, as precluding the interchange of equipment to further a through movement of traffic at a point or points in which these carriers are authorized to serve.
- 2. A lease contract must be in writing, signed by the parties thereto, and must not contain a provision authorizing cancellation by either party on less than 30 days' notice. In addition, the lease contract must provide for the exclusive possession, control, and use of the equipment and for the complete assumption of liability in respect thereto by the lessee. The shipper will ensure that a copy of the appropriate lease contract is included in all leased vehicles and is available for inspection.

#### **ITEM 120**

#### MOTOR SURVEILLANCE SERVICE (MNS/MVS)

- 1. Motor Surveillance Service (MNS/MVS) is a service used in the motor movement of selected DOD commodities. The purpose of MNS/MVS is to provide DOD shippers with visibility of their shipments from point of origin to final destination.
- 2. When MNS/MVS is required on a DOD shipment, the shipper shall notify the carrier in advance and annotate the bill of lading as follows:

"Motor Surveillance Service Requested. Carrier to call (enter duty or 24-hour nonduty telephone number of shipper or other designated POC) (enter desired time interval) hours after shipment pickup and every (enter desired time interval) hour thereafter to provide shipment location.

Carrier will place final call upon delivery at destination."

Where MNS/MVS is requested, carrier drivers or dispatchers will contact the telephone number annotated on the GBL at the time intervals specified and provide the location of the vehicle.

3. Charges. In addition to all rates and charges for transportation, shipments on which Motor Surveillance Service is provide
will be subject to a charge of MVS(1) \$ per mile when calls are required every eight hours, subject to a minimum charge
MVS(2) \$ per shipment, or a charge of MNS(1) \$ per mile when calls are required every twelve hours, subject to
minimum charge of MNS(2) \$ per shipment. Carriers will enter into Section K of the DOD Standard Tender MVS(1) are
MNS(1) with appropriate mileage charges, and MVS(2) \$ and MNS(2) \$ Charges in ITEM 130, DTT
SATELLITE MOTOR SURVEILLANCE SERVICE, will not apply when MNS or MVS is requested by the shipper and furnished by
the carrier.

Includes Changes through Change Ten

Effective May 1, 2000

Headquarters
Military Traffic Management Command
Deputy Chief of Staff for Operations
Alexandria, VA 22041-5000

#### **ITEM 125**

#### PROTECTIVE SECURITY SERVICE (PSS)

Carriers cleared by the Defense Investigative Service and qualified by HQMTMC to transport SECRET shipments shall provide Protective Security Service (PSS) upon request of shipper, subject to the following definition, requirements, and charges:

a. PSS is a transportation protective service used for SECRET shipments which includes continuous attendance and surveillance of the shipment by qualified employees, the maintenance of a Signature and Tally Record (DD Form 1907), and the use of two (dual) carrier drivers in the cab of the same vehicle who are cleared under the DOD Industrial Security Program. Such attendance and surveillance shall prevent all inspections (except those performed by Government enforcement agencies in their line of duty), tampering, pilfering, or sabotage, including, insofar as humanly possible, all manner of unusual circumstances, such as wreck, delay, flood, or violent disturbances.

#### b. Requirements.

- (1) When PSS is required for a DOD shipment, the shipper shall notify the carrier in advance and annotate "Protective Security Service Requested. Signature and Tally Record (DD Form 1907) Furnished to Carrier" on the GBL. Both drivers are required to sign the DD Form 1907 when they assume responsibility for the shipment.
  - (2) Exclusive use of the vehicle or dromedary service, as applicable.
- (3) The trailer or conveyance containing the freight for which PSS is requested must always be connected with the power-unit (tractor) during shipment, except when stopped at a DOD activity for loading/unloading; at a carrier terminal for servicing; or at a carrier designated point where the driver(s) maintains continuous attendance and surveillance over the shipment while disconnected.
- (4) The tractor moving a PSS shipment must contain a working mobile communications unit, such as a radio unit or a telephone unit, capable of contacting state/local law enforcement personnel for the purpose of seeking assistance. Both drivers must be capable of using the unit to make the contact.
- (5) Maintenance of a Signature and Tally Record (DD Form 1907) by the carrier is an integral part of PSS. Both the shipper and the carrier shall comply with the requirements of ITEM 140, SIGNATURE AND TALLY RECORD SERVICE, on all DOD shipments for which PSS is requested and provided.
  - (6) Stops en route.
- (a) For brief stops en route, carriers will ensure that at least one driver remains in the cab of the vehicle awake, not in sleeper berth, or remains within 25 feet of the vehicle, provided the vehicle is within the driver's unobstructed view.
- (b) When circumstances require more lengthy stops en route, carriers shall ensure that the vehicle is parked only at a carrier terminal, a state or local approved safe haven or, during emergencies, in a DOD safe haven or refuge location. When a vehicle is parked in a carrier terminal or at a state or local safe haven, a qualified carrier or terminal employee must keep the shipment in view and stay within 25 feet of the vehicle or shipment at all times; or the shipment must be secured in a fenced and lighted area under the general observation of a qualified carrier or terminal employee at all times. As an alternative, the freight may be placed in a security cage. (See ITEM 105, DOD CONSTANT SURVEILLANCE SERVICE, NOTE 2.)

Includes Changes through Change Ten

Effective May 1, 2000

Headquarters
Military Traffic Management Command
Deputy Chief of Staff for Operations
Alexandria, VA 22041-5000

# ITEM 125 (continued)

- (7) Special procedures. If time or distance does not permit delivery during the same day of pickup, the special procedures outlined below will be followed by the carrier:
- (a) If the shipment remains in the transportation conveyance, at least one qualified carrier employee will maintain continuous attendance and surveillance of the shipment to prevent access by unauthorized persons.
- (b) When a SECRET shipment is unloaded from the vehicle during stopovers en route, it shall be under the constant surveillance of a cleared carrier representative or shall be placed in storage in a closed area, vault, or strong room as prescribed in the Defense Industrial Security Manual. In those cases in which SECRET shipments, such as a missile, may require outside storage, special protective measures shall be taken to include constant and continuous surveillance by at least one or more cleared carrier representatives. As an alternative, the freight may be stored in a vault type structure approved by the Defense Investigative Service.
- c. Charges. In addition to all rates and charges for transportation, shipments for which PSS is provided by carrier at consignor's request will be subject to the following charges which will apply from point of origin to point of destination:

1 to 500 miles	PSS(1) \$per mile per vehicle or dromedary
50l to 1,000 miles	PSS(2) \$per mile per vehicle or dromedary
1,001 to 1,500 miles	PSS(3) \$per mile per vehicle or dromedary
1,501 to 2,000 miles	PSS(4) \$per mile per vehicle or dromedary
2,001 to 3,000 miles	PSS(5) \$per mile per vehicle or dromedary
Over 3,000 miles	PSS(6) \$per mile per vehicle or dromedary
Minimum Charge	PSS(7) \$per vehicle or dromedary

These charges will include dual drivers (cleared SECRET), Exclusive Use of Vehicle, constant attendance and surveillance, maintenance of a Signature and Tally Record, and the furnishing of a working mobile communications unit, such as a mobile radio unit or mobile telephone unit. Added charges for <u>EXCLUSIVE USE OF VEHICLE</u>, ITEM <u>310</u>, will not apply.

#### **ITEM 130 (C10)**

#### SATELLITE MOTOR SURVEILLANCE SERVICE (SNS)

#### Definitions.

- a. Satellite Motor Surveillance Service (SNS) is a service used in the commercial truck movement of selected freight. The purpose of the service is to provide the Defense Transportation Tracking System (DTTS) with truck location reports, in transit truck status changes, and emergency situation notification. SNS must be used for Security Risk Categories 1, 2, 3, and 4 and, at shipper service headquarters option, may be used for uncategorized munitions shipments.
- b. The DTTS system is located at the Navy Material Transportation Office (NAVMTO), Norfolk, VA. It is staffed 24 hours a day and used to track the movement of munitions and other related hazardous and sensitive freight by commercial truck within the continental United States.
- c. A carrier is as an approved MTMC motor carrier commercially engaged in transporting cargo which is subject to tracking by DTTS.

Includes Changes through Change Ten

Effective May 1, 2000

# ITEM 130 (continued)

- d. An SNS vendor is a commercial company employed by the carrier to assist in providing SNS to the Government utilizing any technical means that meets the requirements set forth herein. Additionally, the service offered by the SNS vendor must be approved by the Federal Communications Commission (FCC).
- 2. Consignor Requirements. When SNS is required on a DOD shipment, the consignor shall notify the carrier in advance (48 hours or more if possible) and annotate the bill of lading as follows:

"Satellite Motor Surveillance Service (SNS) requested. In the event of SNS system failure, driver will immediately notify his/her dispatcher who will immediately notify DTTS at 800-826-0794. Driver will subsequently provide to DTTS a telephonic location/status report every four (4) hours, with a final telephonic report upon delivery at destination."

- Carrier Charges.
- a. In addition to all other charges for transportation, shipments on which SNS is required will be subject to a charge of SNS(1) \$\_\_\_\_\_ per mile, subject to a minimum charge of SNS(2) \$\_\_\_\_\_ per vehicle or dromedary.
- b. Charges in ITEM <u>120</u>, <u>MOTOR SURVEILLANCE SERVICE</u> and/or ITEM <u>135</u>, <u>SECURITY ESCORT VEHICLE SERVICE</u> are not applicable when SNS is requested by the shipper and furnished by the carrier.
- 4. SNS Vendor/Carrier Requirements.
  - a. Prequalification Requirements:
    - (1) New Vendor:
      - (a) Presentation of capabilities to DTTS Program Managers.
- (b) Test SNS on non-ordnance shipments from origin to destination demonstrating ability to meet the full range of requirements specified herein. Dependent on the discretion of DTTS Central Site Management, this may require more than one test.
- (c) Assuming the above are successfully met, DTTS Central Site Management will immediately notify HQMTMC, ATTN: MTOP-JG, in writing.
- (2) New Truck/Transceiver: A truck newly equipped with SNS capability or re-equipped for maintenance or upgrade reasons must be successfully tested with the DTTS Central Site prior to being included in the DTTS Cross References File of trucks authorized to transport DOD ordnance under SNS.
- b. The SNS vendor employed by the carrier will maintain a separate mail box/transfer file to hold DTTS hourly (routine) vehicle location reports and status messages. Data from all carriers utilizing the services of this vendor will be entered into one Government mail box/transfer file for downloading by the DTTS. Data for any given satellite transmission destined for DTTS will be maintained on-line until successfully transferred by the DTTS central site computer. Real time (emergency) transmissions will be transferred immediately to the DTTS in accordance with the procedures in paragraph k. below. Carrier will continuously monitor its terminal while an SNS shipment is in transit.

Includes Changes through Change Ten

Effective May 1, 2000

# ITEM 130 (continued)

- c. SNS equipment installed on carrier vehicles, including emergency features, must provide 24-hour uninterrupted service, including two-way communication capability between the driver and dispatcher while transporting a DOD shipment. Carriers will ensure that their SNS monitoring station is maintained in a fully operational status at all times when an SNS shipment is in transit on one of their vehicles.
- d. Terminal must be staffed, and the carrier must insure that the SNS vendor provides continuous messaging and position in service, including immediate notification by emergency message (panic button pressed).
- e. In the event that an emergency signal message is received on an SNS shipment, carrier will immediately contact the appropriate law enforcement agency to dispatch a patrolman to the scene of the accident/incident. Further, actions will be coordinated with the DTTS Central Site.
- f. Transceiver IDs used to identify vehicles will not exceed 16 upper case ASCII alphanumeric printable characters. The carrier will provide the DTTS central computer facility with information which allows DTTS to cross-reference each transceiver ID to a tractor number, make, year, and color of vehicle prior to initiation of the service offering by the carrier. The carrier will provide updates to the DTTS by telephone, facsimile, or electronic mail as changes are made to the above-noted information.
- g. Prior to beginning SNS for a given shipment, the vehicle driver will, upon gaining access to the shipping activity, transmit a message alerting the satellite vendor to begin entering subsequent shipment location and status change message packets into the SNS vendor's DTTS mail box/transfer file. Alternatively, this function may be performed by the carrier dispatcher or other carrier official. The SNS vendor will report this initialization of SNS service as a change in in-transit status using "B" alpha code shown in Note 5.
- h. After departing origin, the driver will report any change in the shipment in-transit status (i.e., in carrier terminal, loading new DTTS shipment, etc.) by using the alpha status codes shown in Note 5, as well as any supporting text data required by those status codes. Refer to ITEM 110, paragraph a.(3) for protection of cargo during any stop.
- i. In the event of SNS system failure, the driver will immediately notify his/her dispatcher who will in turn immediately contact DTTS at 800-826-0794. The driver will subsequently provide DTTS a telephonic location/status report every four (4) hours, with a final telephonic report upon delivery at destination.
- j. Carrier will have primary responsibility to effect notification to law enforcement personnel in event of an emergency involving a shipment moving under SNS.
- k. The driver will immediately report an accident or other emergency situation by pressing a single-stroke vehicle-equipped emergency button. This will be transmitted as an emergency message with an "E" status code as indicated in Note 5. The driver should then (when able) send a follow up "U" text message with additional details. The SNS vendor will ensure the emergency message is immediately relayed to the DTTS. This will be accomplished using XMODEM file transfer protocol, or other such protocol as may be mutually agreed upon, with transmission at a minimum of 2,400 bits per second. The SNS vendor computer will simultaneously notify on-site vendor personnel and initiate a message file transfer to the DTTS. If the vendor computer is unsuccessful with the file transfer, on site personnel will immediately notify the DTTS of the emergency by telephone at 800-826-0794. Total elapsed time, from initiation of emergency transmission by driver to vendor notification of DTTS, shall not exceed 2 minutes. Necessary log-in, password, and telephone numbers to facilitate automated data file transfer will be coordinated between the administrators of DTTS and SNS vendor computer facilities.

Includes Changes through Change Ten

Effective May 1, 2000

# ITEM 130 (continued)

1. Data entered into the DTTS mail box/transfer file by the SNS vendor will consist of variable length records delimited by an LF (decimal 10). Following transfer of the last record in the mail box/transfer file, which will also be delimited by an LF, the SNS vendor will transmit an end of file marker (decimal 26). With the exception of record and end of file delimiters, all data elements will consist of ASCII printable characters. Each record will use the following format:

Field	Offset	Length	Picture	Remarks
Transmitter ID	0	16	16X	
Latitude	16	7	6N1A	NOTE 1
Longitude	23	8	7N1A	NOTE 2
Date/Time	31	14	14N	NOTE 3
Reserved	45	12	12X	NOTE 4
Shipment Status	57	1	1A	NOTE 5
Text	58	60	60X	NOTE 6

- m. Message packets with status of B, L, D, T, C, U, M, A, OH, or S will be accumulated in the DTTS mail box/transfer file as they occur. Message packets with status of "P" will be entered hourly, with no more than one per hour--the most recent. Message packets with status of L, T, M, A, or OH place the shipment in a non-movement status in a protected environment. Hourly updates using "P" status codes are not required again until the driver sends a "D", Departing Protected Environment status code.
- n. Normal message traffic (i.e., all records with status not equal to "E") will be entered into the vendor's DTTS file which will be downloaded by the DTTS every 15 minutes or more often if mutually agreed upon. This will be accomplished using XMODEM file transfer protocol or such other protocol as may be mutually agreed upon. Transmission will be at a minimum of 2400 bits per second. Communications cost of data transfer to the DTTS will be borne by the Government, unless the vendor prefers to pay for these transmissions in order to improve services.
  - o. Data successfully transferred to DTTS will be deleted from the DTTS mail box/transfer file by the SNS vendor.
- p. After offloading all material requiring DOD Satellite Motor Surveillance Service, the driver will transmit an "S" message advising the SNS vendor to cease passing shipment location and status change message packets from this vehicle to the vendor's DTTS mail box/transfer file (see NOTE 5).
- q. Driver initiated messages other than those identified in paragraph 3.l. above, will not be placed in the vendor's DTTS mail box/transfer file.
- NOTE 1: First 6 bytes use format DDMMSS. Last alpha character indicates either "N" (North) or "S" (South) Latitude, e.g., 390108N.
- NOTE 2: First 7 bytes use format DDDMMSS. Last alpha character indicates "W" (West) or "E" (East) Longitude, e.g., 0960803W.
- NOTE 3: Data (Greenwich Mean Time) of position report expressed in the format MMDDYYYYHHMMSS, e.g., 08151995091533 = August 15, 1995, 09 hours, 15 minutes, 33 seconds (GMT).

Includes Changes through Change Ten

# ITEM 130 (continued)

- NOTE 4: Reserved for future use, e.g., sensor status readings.
- NOTE 5: For current status use the following codes:
  - A = Arrived at Activity and Awaiting Offload. This status code should be sent only if the arriving truck already has a DOD ordnance shipment on it being transported under SNS. In text portion of data packet, provide activity name and, if a commercial activity, an area code and phone number through which the driver can be reached.
  - $B = \underline{Begin\ Tracking}$ . (Text message optional) This packet provides an audit and trail of the date/time the driver implements the requirement in paragraph g. to begin sending data to the DTTS mailbox.
  - C = Changing Equipment. Whenever DTTS shipments are transferred to (a) different tractors(s), provide the identification number(s) of the new tractor(s) and each GBL transferred to that (these) new tractor(s). Example: "800, C222222201." If this exceeds space provided for one text message, submit as many additional status "C" message packets as necessary. The driver of a tractor receiving a DTTS shipment will follow procedures in paragraph h, while the driver of a tractor terminating a DTTS shipment will follow procedures in paragraph p.
  - D = <u>Departing Protective Environment</u>. Used to provide notice of departure from a military/commercial activity, carrier terminal, or other protected environment where the previous shipment status would have been L, T, M, A, or O. Status code D places the shipment into a movement status for DTTS tracking purposes, and hourly position reports are required (text message optional).
  - E = <u>Emergency Situation</u>. (No text message) This message packet is automatically generated when the single stroke emergency button is pressed in the truck. When the SNS vendor receives the message, it will immediately be passed to the DTTS using procedures in paragraph k. above.
  - L = <u>Loading New DTTS Shipment</u>. In text portion of data packet, provide activity name and each GBL subject to DTTS tracking being loaded on the vehicle. If this exceeds space provided for one text message, submit as many additional status "L" message packets as necessary.
  - $M = \underline{Military Safe Haven}$ . In text portion of data packet, provide activity name, area code, and phone number the DTTS staff can use to obtain further information, if necessary.
  - O = Offload. In text portion of data packet, provide activity name and each GBL delivered to that activity. If this exceeds space provided for one text message, submit as many additional status "O" message packets as necessary.
  - P = <u>Current Position</u>. (No text message) This packet may be preprogrammed by the SNS vendor to generate automatically location data at the required 1 hour interval. The position reported must be within one quarter mile of the actual vehicle location.
  - $S = Stop\ Tracking$ . (Text message optional) This packet provides an audit trail of the date/time the driver implements the requirement in paragraph p. above to stop sending data to the DTTS mailbox.

Includes Changes through Change Ten

# ITEM 130 (continued)

- T = <u>Carrier Terminal</u>. In text portion of data packet, provide location of terminal, area code, and phone number the DTTS staff can use to obtain further information, if necessary.
- $U = \underline{Unusual\ Delay/Other}$ .
  - (1) Unusual Delay explain reason in text portion of message packet.
  - (2) Other provide information such as estimated time of arrival at destination, which is not covered under other status message packets, or explain an emergency situation message.
- NOTE 6: If there is no text field, record should be terminated by a record delimiter or end of file delimiter, as appropriate, at the offset. If the text message is less than 60 characters, trailing spaces should be truncated, and the record delimiter should follow the last valid character.
- Legend A = Alpha character, A to Z (upper case ASCII printable character). Left justified, space (decimal 32) filled.
  - N = Numeric character, 0 to 9. (ASCII printable characters). Right Justified, zero filled.
  - X = Alpha numeric character, 0 to 9/A to Z (upper case ASCII printable character). Left justified, space (decimal 32) filled.

# **ITEM 135** (C10)

# SECURITY ESCORT VEHICLE SERVICE (SEV)

Security Escort Vehicle Service (SEV) is defined as a trail vehicle service designed to maintain discreet constant and specific surveillance of the cargo vehicle(s) transporting sensitive cargo and to provide emergency assistance when required, primarily by contacting appropriate state or local law enforcement agencies.

- a. Upon consignor's request, carrier will provide SEV, subject to the following:
- (1) Carrier will provide an escort vehicle; an inconspicuous, unmarked automobile or van; or a freight vehicle, such as tractor, tractor-trailer (flatbed or van) combination or straight bed truck, with two unarmed licensed drivers in the escort vehicle, to maintain constant and specific surveillance of the cargo vehicle(s) for which the service is requested. Under no circumstances will the escort vehicle be under load while in escort service; i.e., the trailer or straight truck must be empty and doors sealed by the origin shipper and verified by the consignee. Where SEV accompanies a movement(s) which requires Protective Security Service, the drivers will be cleared for SECRET under the DOD Industrial Security Program, in accordance with DOD 5220.22-M. Where SEV accompanies a munitions shipment(s) (other than SECRET), the drivers will have a favorable National Agency Check through HQMTMC (see paragraph 1 of ITEM 100 for details on who must undergo a National Agency Check). Constant and specific surveillance of the cargo vehicle(s) is defined as occupying a position behind the cargo laden vehicle while maintaining a continuous view of that same vehicle(s). During en route stops, at least one of the escort vehicle drivers must remain in the escort vehicle or must be within approximately 25 feet of such vehicle and maintain a constant, unobstructed view of the cargo vehicle(s).
- (2) In an on-road emergency, where feasible, the SEV vehicle/driver may be used to move the freight or freight trailer(s), as authorized by a state or local law enforcement or rescue service official, a DOD transportation officer, or MTMC official.

Includes Changes through Change Ten

Effective May 1, 2000

# ITEM 135 (continued)

- (3) Carrier will instruct drivers of the escort vehicle to remain clear of a cargo vehicle(s) should it come under attack. In such instances, drivers will immediately contact the nearest state or local law enforcement agency, and record details about the attack. In the event of an accident, breakdown, natural disaster, or civil disturbance involving or affecting either vehicle, drivers will contact the nearest state or local law enforcement agency for emergency assistance or, as appropriate, escort the cargo vehicle(s) to a DOD refuge/safe haven.
- (4) The security escort vehicle must contain a working mobile communications unit capable of obtaining emergency assistance and assuring two-way communication between the cargo vehicle(s) and the security escort vehicle. Two-way communications will be kept to a minimum. Drivers of the security escort vehicle will neither discuss the nature of the shipment(s) nor reveal its origin and destination. Both security escort vehicle drivers must be trained in the operation and use of the working mobile communications unit and be responsible for its proper maintenance and serviceability throughout the movement.
- (5) The carrier will assure that drivers employed to escort shipments of sensitive DOD cargo carry a valid state driver's license and a medical qualification card, employee record card, or similar document, one of which must contain the driver's photograph. Additionally, all carriers offering SEV will issue all cleared drivers a consecutively numbered identification card in accordance with Paragraph 8, DOD 5220.22-M (Industrial Security Manual) and Paragraph 11a (10) of DOD 5220.22-C (Carrier Supplement to Industrial Security Manual). Drivers' affiliation with the carrier and DOD security clearance will be verified by the origin shipper.
  - b. Provisions apply when the bill of lading is annotated as follows:

"Security Escort Vehicle Service Requested"

c. In addition to all rates and charges for transportation, shipments for which Security Escort Vehicle Service is provided by carrier at consignor's request will be subject to the following charges, which will apply from point of origin to point of destination:

1 to 500 miles	SEV(1) \$per mile per vehicle or dromedary
501 to 1,000 miles	SEV(2) \$per mile per vehicle or dromedary
1,001 to 1,500 miles	SEV(3) \$per mile per vehicle or dromedary
1,501 to 2,000 miles	SEV(4) \$per mile per vehicle or dromedary
2,001 to 3,000 miles	SEV(5) \$per mile per vehicle or dromedary
Over 3,000 miles	SEV(6) \$per mile per vehicle or dromedary
Minimum Charge	SEV(7) \$per vehicle or dromedary

If the cargo vehicle(s) requiring the escort service requires permits from state or local authorities that dictate routes of movement, then mileage charges for the escort service will be based on the on the mileage authorized, by the governing mileage guide, for the commodity requiring the service. Charges for SEV will not apply when SNS, ITEM 130, is requested by the consignor and provided by the carrier.

d. Carriers offering SEV agree to execute Certificate Pertaining to Foreign Interests (DD Form 441S) as a precondition to providing this service to the DOD. Carriers need to execute only one DD Form 441S, regardless of the number of tenders filed. Forms may be obtained by writing to HQMTMC, ATTN: MTOP-OP, Hoffman II Building, 200 Stovall Street, Alexandria, VA 22332-5000.

Includes Changes through Change Ten

# ITEM <u>140</u> (C1) <u>SIGNATURE AND TALLY RECORD SERVICE</u> (675)

Upon consignor's request, carriers shall provide Signature and Tally Record Service (DD Form 1907), subject to the following:

- a. "675" Service is a service designed to provide continuous responsibility for the custody of DOD shipments in transit. It requires a Signature and Tally Record from each person responsible for the proper handling of the shipment at specified stages of its transit from origin to destination.
  - b. Consignor or its agent must place and sign the following annotation on the bill of lading:

	"Signature and Tally Record requested. DD Form 1	907 furnished to carrier	
DATE	_SIGNATURE	TITLE	'

- c. Signature and Tally Record, provided by the shipper, will be used as follows:
- (1) When the consignor has requested and the carrier has furnished "675" Service, the carrier or its agent will require each person responsible for the shipment, such as the terminal manager, pickup, delivery and road drivers, and dock foreman, personally to sign the DD Form 1907 and will secure signature in the space provided on the form from the consignee or his agent upon delivery.
  - (2) Driver(s) are required to sign the DD Form 1907 when they assume initial responsibility for the shipment.
- (3) In terminal areas, the vehicle containing the Signature and Tally Record shipment must be under the control of the last person signing the DD Form 1907.
- (4) When "675" Service is used with Dual Driver Protective Service (DDP), Dual Driver Protective Service with National Agency Check (DDN), or Protective Security Service (PSS), both drivers are required to sign the DD Form 1907 when they assume responsibility for the shipment.
  - d. Upon request, carrier must be able to trace a shipment in less than 24 hours.
- e. In addition to all rates and charges for transportation, shipments for which "675" Service is provided at consignor's request will be subject to a charge of 675(1) \$\_\_\_\_\_ per shipment.
- f. A separate charge for "675" Service will not be billed when a higher protective security service is charged, which includes the requirement for Signature and Tally Record.

Includes Changes through Change Ten

# ITEM 145 (C1) TRANSLOADING ARMS, AMMUNITION, AND EXPLOSIVES

Transloading Arms, Ammunition, and Explosives. Transloading shipments of Division 1.1, 1.2, and 1.3 ammunition and explosives will be conducted as follows:

- a. Truckload shipments will not be off-loaded or transferred to another vehicle en route, except in emergencies (as defined in 49 CFR 390.5).
- b. Loading and unloading of less-than-truckload (LTL) shipments of Division 1.1, 1.2, and 1.3 ammunition and explosives will be accomplished only in a carrier terminal. For the purposes of this rule, a carrier terminal is defined as one which is equipped to safely handle the loading and unloading of Division 1.1, 1.2, and 1.3 ammunition and explosives from a commercial motor vehicle. In addition, when the transloading of Division 1.1, 1.2, and 1.3 ammunition and explosives occurs at a carrier terminal other than that of the carrier of record, as indicated on the Government Bill of Lading, prior written approval must be received from a company official or the carrier terminal manager. All Federal, State, and local guidelines for handling Division 1.1, 1.2, and 1.3 ammunition and explosives will apply when transloading occurs. The carrier accepts liability for the integrity of the shipments, to include proper blocking and bracing.
- c. Transloading of ammunition and explosive shipments on a military installation must be approved by the installation commander."

#### **ITEM 150**

#### TRANSPORTATION PROTECTIVE SERVICE CHARGES

If a consignor annotates the bill of lading requesting a carrier to provide more than one transportation protective service and the requirements of one service duplicate the requirements of another service, the carrier will assess charges only for the higher protective service. For example: If a consignor annotates the bill of lading requesting the carrier to provide both Dual Driver Protective Service (DDP) and DOD Constant Surveillance Service (CIS), then the carrier will assess charges only for DDP because DDP also includes the requirements for CIS.

Includes Changes through Change Ten

# **SECTION 3**

**RULES: GENERAL** 

For Explanation of Abbreviations, Definitions, and Reference Marks

See SECTION 5

Includes Change through Change Ten

Effective May 1, 2000

# ITEM 200 ACCESSORIAL SERVICES REQUESTED BY CONSIGNOR/CONSIGNEE

Charges for accessorial services described in ITEMS 280, 285, 290, 355, 410, 420, 440, 445, 450, 480, 485, 490, 500, 725, 840, and 870 will be chargeable to the appropriation and allotment designated by the military department or Government agency which has jurisdiction over the local activity where the charges billed were actually incurred. Carriers will submit all invoices for these charges separately, billed directly to the consignor/consignee responsible for their service.

#### **ITEM 205**

# **ADVANCING CHARGES** (045)

- 1. Carriers shall advance, for subsequent collection from the Government, the lawful charges incurred for pier, wharf, or stevedore service; for custom house and in bond service; and for special bonds or tolls required by state or other governmental authority for transportation of a shipment which, because of its size, shape, or weight, requires securing to move over the streets or highways.
- 2. Charge by the carrier for advancing monies, as described above, shall be 045(1) \$\_\_\_\_\_ for each advancement.
- 3. Lawful charges for services listed in paragraph 1. above, which are incurred and advanced by the carrier, will be identified on the GBL or EDI transaction submitted to the Defense Finance and Accounting Service for payment. Documentary evidence that the charges claimed were actually incurred and advanced will be maintained by the carrier for audit purposes.

#### **ITEM 210**

#### AGGREGATE WEIGHT

Carrier agrees that the aggregate weight of all less-than-truckload shipments to the same consignee tendered on the same day will be adjusted and billed at the applicable rate for total weight of these shipments. Consignor will annotate on all succeeding bills of lading issued after the first GBL for a given destination "Aggregate weight rule applies X-REF GBL\_\_\_\_\_\_."

# ITEM 215 (C10)

# ASTRAY FREIGHT AND EMERGENCY NOTIFICATION

1. Carriers shall telephone the following toll-free numbers to report:

Problem	Telephone Number (Toll-Free)
Astray Freight or other nonemergency notifications	1-800-631-0434
Accidents, incidents, delays, or other emergencies	1-800-524-0331
Non-explosive hazardous cargo emergency response guidance	1-800-851-8061

2. Assistance with any of the above problems can also be obtained from the nearest TO. Additional information on the identifying and forwarding of astray freight is available at MTMC's web site at:

#### www.mtmc.army.mil/freight/astray

- 3. Carriers unable to obtain forwarding instructions from the source listed above shall notify the transportation officer at the military installation nearest the carrier terminal where the astray freight is being held.
  - a. Transportation Officer will furnish the carrier with proper forwarding instructions.

# ITEM 215 (continued)

Includes Change through Change Ten

Effective May 1, 2000

- b. Containers without identifying marks or those bearing conflicting marks shall be opened by the transportation officer with prior carrier approval and in the presence of the authorized carrier representative.
- 4. Pending the determination of final disposition, carrier may give possession of astray freight, identified as Government property, to the local transportation officer. A receipt will be given the carrier, and the transportation officer will implement the Transportation Discrepancy Report System (TDRS) (SF 361), in accordance with Reporting of Transportation Discrepancies in Shipments, AR 55-38. If the freight is subsequently returned to the carrier for forwarding to the correct destination, the receipt given the carrier shall be canceled.
- 5. Shipping documents should be executed to reimburse the carrier for transportation cost upon release of the containers.

#### **ITEM 220**

#### **ATTENDANTS FOR RAIL SHIPMENTS** (AAS)

- 1. Railroads will permit Government personnel, including Government contractor personnel, to accompany shipments on freight trains. These personnel must display to the freight agent at the point of origin a copy of or excerpt from official travel orders directing the travel. One-way service charge of AAS(1) \$\_\_\_\_\_ per highway mile per person, subject to a maximum charge of AAS(2) \$\_\_\_\_\_ per person, will apply from point of origin to destination, regardless of route of movement.
- 2. Railroads are not required to stop or start their trains or cars at or near stations or platforms or to furnish light for the accommodation or safety of these attendants.
- 3. Bill of lading will include the following information:
  - a. Number of persons accompanying the shipment.
  - b. Identify person in charge.
  - c. Locations between which they will accompany the shipment.
- 4. To the extent permitted by law, the Government agrees to hold harmless the carriers, their agents, and employees from every claim, liability, or demand, unless caused by the negligence of carriers or its employees, for damages arising out of any damage or injury to persons or property resulting or arising, in any manner, from the movement of persons accompanying shipments, in carrier-furnished equipment or Government-furnished equipment.

# ITEM 225 (C1)

# **BILLING PROCEDURES** (See NOTE)

- 1. Except as provided in ITEM <u>200</u>, <u>ACCESSORIAL SERVICES REQUESTED BY CONSIGNOR/CONSIGNEE</u>, the carrier will bill the United States Government on Public Voucher for Transportation Charges (Standard Form 1113), adequately supported, and send the voucher to the address indicated in Block 13 (BILL CHARGES TO) of the GBL. Chargeable agency must pay carrier invoices within 30 days from the date of receipt of proper invoice. Carriers cannot impose contrary payment terms.
- 2. GT vouchers submitted for payment will include GBLs covering only GT moved under rate tenders subject to this rules publication. Face of the voucher must contain the stamped words, "GUARANTEED TRAFFIC," with letters not less than 1/2 inch high. GT vouchers not complying with this rule will be returned to the carrier as improper invoices.

# ITEM 225 (continued)

Includes Change through Change Ten

Effective May 1, 2000

- 3. Charges for services rendered under rates subject to this publication will be shown in block 28 of the GBL (rounded to the nearest dollar, i.e., 49 cents or less rounded down, 50 cents or more rounded up). The actual amount billed by the carrier, when rounded to the nearest dollar, will not exceed the amount shown in block 28 of the GBL.
- 4. If the billed amount exceeds the charges shown in Block 28 of the GBL, the carrier must contact the consignor to resolve the disagreement before submitting the bill for payment. If the charges shown in Block 28 are incorrect, the consignor will prepare a GBL correction showing the correct charges. When manual GBLs are used, a GBL Correction Notice (SF 1200) is issued. When EDI GBLs are used, a corrected electronic GBL is issued. A copy of this Correction Notice must accompany the original bill of lading and voucher when submitted for payment. If the consignor and carrier cannot agree on what the charges should be, the carrier will submit this GBL on a separate voucher to the appropriate Defense Accounting and Finance Center, which will forward it to MTMC for audit, before payment.
- 5. Individual GBL for which the total charge for services rendered is \$5,000 or more will be submitted on a voucher separate from other GBLs for which the charges are less then \$5,000. Several GBLs, each having individual charges of \$5,000 or more may be presented on the same voucher. When vouchers containing GBLs with charges of \$5,000 or more are mixed with GBLs with charges of less than \$5,000, they will be returned to the carrier as an improper invoice.
- 6. Requirements for billing, including the option to submit invoices electronically via EDI, are explained in "Freight Carrier Billing Instructions." Carriers may request a copy from:

Defense Finance and Accounting Service Directorate for Transportation Payments, Mail Stop #5 ATTN: DFAS-IN-FTA 8899 East 56th Street Indianapolis, IN 46249-0606

NOTE: See ITEM 45, EMERGENCY SERVICES.

#### ITEM 230 (C1)

#### **BLOCKING AND BRACING MOTOR SHIPMENTS**

- 1. Under consignor load-and-carrier-count procedures and/or consignor load-and-shipper-count procedures, the consignor is responsible for the proper blocking and bracing of the load for movement over the highway.
- 2. For other than highway movements, e.g., TOFC, the carrier is responsible for ensuring the shipment is properly blocked and braced.
- 3. If the carrier rearranges the load for its convenience, the carrier assumes responsibility for blocking and bracing the load.
- 4. If the carrier breaks the seals applied by the consignor, the carrier assumes the responsibility for the blocking and bracing of the load.

Includes Change through Change Ten

Effective May 1, 2000

# IIEM <u>231</u> (N2) <u>BLOCKING, BRACING, AND OTHER ADDITIONAL SERVICES</u> <u>FOR VEHICLES AND ARMY TRACTOR TANKS</u> (BLB)

- 1. Line-haul rates on vehicles and army tractor tanks include blocking, bracing, and tie down (including materials and inspector), portable ramps, crane, technical assistance to load railcars, and drayage.
- 2. Carriers will complete Section F(2) of the DOD tender by entering the code shown below for the service provided and will enter zeroes in the "Charge" column (See ITEM 10, Paragraph 3 herein).

Blocking, bracing, tie down	BLB(1)
Crane	BLB(2)
Drayage	BLB(3)
Inspector while loading	BLB(4)
Materials	BLB(5)
Portable ramps	BLB(6)
Technical assistance for loading cars	BLB(7)
Dedicated switch engine	BLB(8)
Trailers provided by carrier	BLB(9)
Retention of carrier-provided trailers during exercise	BLB(10)
Drayage of carrier-provided trailers at origin	BLB(11)
Drayage of carrier-provided trailers at destination	BLB(12)
Loading of carrier-provided trailers at origin	BLB(13)
Offloading of carrier-provided trailers at destination	BLB(14)
Carrier to load/unchain/offload	BLB(15)
Carrier to load	BLB(16)
Carrier to unload	BLB(17)
Carrier to unchain only	BLB(18)
Sort empty cars by size and type	BLB(19)

ITEM <u>235</u> (C1) DELETED <u>CABOOSE/GUARD RAILCARS</u>

Includes Change through Change Ten

# ITEM 240 (C1)

# CAPACITY LOAD AND OVERFLOW

(Available on Truckload only)

- 1. The terms "loaded to full visible capacity," "capacity load," "loaded to capacity," "full visible capacity" mean that the shipment consists of that quantity of freight which:
- a. Occupies the entire loading space of the vehicle or occupies at least 90 percent of the available loading space on all 2-axle flatbed trailers not less than 40 feet in length, or
- b. Because of unusual size or dimensions or because of the necessity to segregate or separate from other cargo, requires the entire vehicle, or
- c. So fills a vehicle in the manner loaded so that no additional commodity in the shipping form tendered can be loaded in or on the vehicle.
  - d. Carrier vehicle is considered as any size vehicle which the consignor requested.
- 2. When a single shipment occupies the full visible capacity of a vehicle or exceeds the capacity of a vehicle, the following will apply:
- a. The consignor will annotate on one bill of lading the number of vehicles loaded to capacity and the weight in the vehicle loaded to less than capacity.
- b. Charges for each vehicle loaded to full visible capacity will be determined using the highest minimum weight category and the applicable rate or the actual weight if it exceeds the highest minimum weight. *NOTE: When rates are quoted Per Vehicle Used or Per Mile Per Vehicle Used, the charge for each vehicle loaded to full visible capacity will be based on the truckload charge.* When rates are quoted Per Vehicle Used or Per Mile Per Vehicle Used, the charge for each vehicle loaded to full visible capacity will be based on the truckload charge.
- c. Charges for the vehicle loaded to less than full visible capacity will be based on the actual weight of the overflow or the next highest minimum weight, whichever is less.
- d. The vehicle loaded to less than full visible capacity will be assessed charges on the actual weight of the overflow. If the overflow is less than the lowest minimum truckload weight, charges will be assessed on the lowest truckload minimum weight and the applicable rate.
  - e. The consignor reserves the right to offer the overflow as a separate shipment.

Includes Change through Change Ten

# **ITEM 245**

# **CARRIER EQUIPMENT**

- 1. Carrier agrees to furnish vehicles with all equipment necessary to safely transport the freight for which consignor has requested transportation and shall be responsible for securing of the cargo and protecting it from the elements. See ITEM 255, CHAINS AND BINDERS, and ITEM 295, DUNNAGE.
- 2. If carriers furnish a vehicle that contains more equipment or exceeds the specifications necessary to transport the freight safely, it shall be furnished at carrier convenience and without additional cost to the Government. Charges will be assessed on the basis of the equipment ordered.
- 3. Equipment is subject to inspection at origin. Consignor will reject equipment unfit or unsafe for the required transportation. Rejection of carrier equipment will not relieve the carrier from meeting pickup and delivery date requirements. Rejected equipment will not be subject to charges for ITEM 530, VEHICLE FURNISHED BUT NOT USED.

#### ITEM 250 (C1)

# **CARRIER EQUIPMENT POOL (POS)**

Carrier agrees to maintain a pool of up to POS(1) \_\_\_\_\_\_ empty trailers subject to the following conditions:

- a. Detention charges will not apply to pool equipment.
- b. Consignor reserves the right to increase or decrease the number of trailers required in the equipment pool.
- c. Carrier authorizes the Government or its agent to relocate or spot the equipment as the Government deems necessary. In relocating or spotting the equipment, the Government or its agent may use its personnel and tractors.
  - d. Government agrees to exercise ordinary care and diligence in relocating or spotting carrier equipment.
  - e. Carrier will deliver its equipment for the specific purpose of transporting the shipment.
- f. Carrier agrees to exercise ordinary care and diligence to insure that all equipment supplied is suitable for the purpose intended and warrants that the carrier either owns or has a legal right to use the equipment.
- g. Carrier agrees to indemnify and hold the Government harmless from claims for damages which do not result from negligence of the Government or which are based upon the assertion that the Government had no authority to relocate or spot the carrier equipment.
  - h. Government agrees to furnish storage space, normal security, and equipment relocation without cost to the carrier.
  - i. Carrier shall assume liability for damage to its equipment when it was afforded normal care and safety in operation.

Includes Change through Change Ten

Effective May 1, 2000

# **ITEM 255**

# **CHAINS AND BINDERS** (CHN)

- 1. Carrier agrees that tendered rate includes chains/binders/tarps, etc., to protect and secure a shipment to ensure safe transportation for shipments moving on flatbed and specialized types of equipment.
- 2. Carrier will ensure that ten chain-and-binder sets and eight nylon straps with fasteners are included as standard equipment on all vehicles. A chain-and-binder set is defined as one chain and one binder. When a consignor requests additional chain-and-binder sets and/or nylon straps with fasteners to secure a shipment, the consignor will advise carrier at the time of the request for transportation services. An additional charge of CHN(1)\_\_\_\_\_\_ is authorized for each additional chain-and-binder-set or nylon strap with fastener furnished. Consignor will annotate the GBL with the additional number of chain-and-binder sets and/or nylon straps with fasteners in excess of those required as standard equipment.

#### **ITEM 260 (C5)**

# **CIRCUITOUS ROUTING (CTR)**

- 1. When rates are based on distances, carrier charges for shipments requiring special permits (e.g., overdimensional/overweight, etc.) will be based only on the DTOD "practical mileage" calculation.
- 2. When rates are assessed on other than distance, and the out-of-route mileage mandated by law/regulation or required by consignor exceeds the short mileage route, all mileage in excess of the short mileage shown in the government mileage guide will be subject to a charge of CTR(1) \$\frac{\\$}{\}\$ per mile, in addition to all other charges.
- 3. When circuitous routing is used for carrier convenience, charges shall be based on the shortest route mileage determined from the governing mileage guide, regardless of the mileage actually traveled.

# **ITEM 265** (C1)

# **CLAIMS**

Carriers will process U.S. Government claims for loss, damage, overcharge, and duplicate payment in accordance with the CFR in Title 41, Parts 101-40, and 101-41, and in Title 49, Parts 1005 and 1008.

Includes Change through Change Ten

# ITEM 270 (C1)

# **COMMODITY DESCRIPTIONS** (see NOTE)

DOD GT unique codes covering commodities listed below moving under a GT award will replace all entries covering these commodities in the UFC, NMFC, and MSTIP 364. ITEM 350, <u>LIABILITY OF CARRIER</u>, and tendered line-haul rates are applicable to all commodities listed below.

a. ENGINES, internal combustion, radial cylinder type or jet propulsion type, mounted on trailers or wheeled shipping containers:

MOTOR/OTHER RAIL 999901 U99901

b. ENGINES, internal combustion, radial cylinder type or jet propulsion type, other than mounted on trailers or wheeled shipping containers:

MOTOR/OTHER RAIL 999902 U99902

c. ENGINES, steam or internal combustion, NOIBN, mounted on trailers or wheeled shipping containers:

MOTOR/OTHER RAIL 999903 U99903

d. ENGINES, steam or internal combustion, NOIBN, other than mounted on trailers or wheeled shipping containers:

MOTOR/OTHER RAIL 999904 U99904

e. CRATED HOUSEHOLD GOODS AND UNACCOMPANIED BAGGAGE (DPM shipments):

MOTOR/OTHER RAIL 999906 U99906

Carrier may not require a bill of lading endorsement. Because the DPM contractor's warehouse usually is not located at the military installation having responsibility for the DPM shipment, the origin must not be a military installation but should be either a city, state section, or state.

f. VEHICLES, MOTOR FREIGHT, including tractors (driving trucks for freight vehicles or fire apparatus):

MOTOR/OTHER RAIL 999908 U99908

g. VEHICLES, MOTOR, PASSENGER, including ambulances or hearses:

MOTOR/OTHER 999909 U99909

Includes Change through Change Ten

# ITEM 270 (continued)

h. FREIGHT ALL KINDS (FAK), DOD UNIQUE NUMBER 999916 or U99916, including hazardous materials, consists of those commodities which carriers offer to transport at one inclusive rate or charge regardless of their classification rating in the UFC, NMFC, MSTIP 364, or their differing transportation characteristics:

MOTOR/OTHER 999916 <u>RAIL</u> U99916

The following commodities may not be included as FAK, 999916/U99916:

Ammunition, explosives, or fireworks classified as Class 1, Division 1.1, 1.2, or 1.3

Ammunition, explosives, or fireworks classified as Class 1, Division 1.4 requiring DOD TPS

Ammunition, explosives, fireworks, or blasting agents weighing in excess of 1,000 pounds classified as non-sensitive

Class 1, Divisions 1.4, 1.5, and 1.6

Army tractor tanks and tracked vehicles

Bulk commodities

Coins

Corpses

Crated household goods or unaccompanied baggage (DPM shipments)

Currency

Etiologic agents

Fresh, frozen, or refrigerated food

Hazardous waste

Live animals

Missiles or rockets

Narcotics and dangerous drugs

Poison inhalation hazard, Div. 2.3

Postage stamps or stamped envelopes

Precious metals

Radioactive materials, excepted packages – instruments and articles (See NOTE 2)

Vehicles in driveaway and/or towaway service

Wheeled motor vehicles

Except as required by regulation or law, shipments described on bills of lading as FAK 999916 or U99916 will not be further described as to individual commodities contained in the shipment.

i. SECOND PROVISO COMMODITIES are considered freight commodities as described in Title 49, USC, Section 10102 (11) (B) as follows:

Furniture, fixtures, equipment and property of stores, offices, museums, institutions, hospitals or other establishments when a part of the stock, equipment, or supply of such stores, offices, museums, institutions, hospitals, or other establishments; except that this definition shall not be construed to include the stock-in-trade of any establishment, whether consignor or consignee, other than used furniture and used fixtures, except when transported as an incident to the removal of the establishment, or a portion thereof, from one location to another.

MOTOR/OTHER 999918 <u>RAIL</u> U99918

Includes Change through Change Ten

Effective May 1, 2000

# ITEM 270 (continued)

j. THIRD PROVISO COMMODITIES are considered freight commodities as described in Title 49, USC, Section 10102 (11) (C) as follows:

Articles, including objects of art, displays, and exhibits, which because of their unusual nature or value require the specialized handling and equipment usually employed in moving household goods and such similar articles as the Surface Transportation Board may provide by regulation, except that this definition shall not be construed to include any article, whether crated or uncrated, which does not, because of its unusual nature or value, require the specialized handling and equipment usually employed in moving household goods.

MOTOR/OTHER 999919 <u>RAIL</u> U99919

k. FREIGHT ALL KINDS (FAK), DOD UNIQUE NUMBER 999922 or U99922, except Class 1, Division 1.1, 1.2, 1.3, or 1.4 ammunition, explosives, fireworks, or chemical munitions, and other hazardous materials, consists of those commodities which carriers offer to transport at one inclusive rate or charge regardless of their classification rating in the UFC, NMFC, MSTIP 364, or their differing transportation characteristics:

MOTOR/OTHER 999922 <u>RAIL</u> U99922

The following commodities may not be included as FAK 999922/U99922:

Ammunition, explosives, or fireworks classified as Class 1, Division 1.1, 1.2, 1,3, or 1.4

Army tractor tanks and tracked vehicles

**Bulk** commodities

Coins

Corpses

Crated household goods or unaccompanied baggage (DPM shipments)

Currency

Etiologic agents

Fresh, frozen, or refrigerated food

Hazardous materials and waste

Internal combustion engines

Live animals

Missiles or rockets

Narcotics and dangerous drugs

Poison inhalation hazard, Div. 2.3

Postage stamps or stamped envelopes

Precious metals

Radioactive materials, excepted packages – instruments and articles (See NOTE 2)

Vehicles in driveaway and/or towaway service

Wheeled motor vehicles

Except as required by regulation or law, shipments described on bills of lading as FAK 999922 or U99922 will not be further described as to individual commodities contained in the shipment. Shipments containing both FAK and non-FAK commodities shall be regarded as a single shipment for the purpose of assessing charges.

Includes Change through Change Ten

# ITEM 270 (continued)

1. FREIGHT ALL KINDS (FAK), DOD UNIQUE NUMBER 999923 or U99923, except Class 1, Division 1.1, 1.2, 1.3, or 1.4 ammunition, explosives, fireworks, or chemical munitions, and other hazardous materials, but including DPM shipments of crated household goods and unaccompanied baggage, consists of those commodities which carriers offer to transport at one inclusive rate or charge regardless of their classification rating in the UFC, NMFC, MSTIP 364, or their differing transportation characteristics:

MOTOR/OTHER RAIL 999923 U99923

The following commodities may not be included as FAK 999923/U99923:

Ammunition, explosives, or fireworks classified as Class 1, Division 1.1, 1.2, 1.3, or 1.4

Army tractor tanks and tracked vehicles

Bulk commodities

Coins

Corpses

Currency

Etiologic agents

Fresh, frozen, or refrigerated food

Hazardous materials and waste

Internal combustion engines

Live animals

Missiles or rockets

Narcotics and dangerous drugs

Poison inhalation hazard, Div. 2.3

Postage stamps or stamped envelopes

Precious metals

Radioactive materials, excepted packages – instruments and articles (See NOTE 2)

Vehicles in driveaway and/or towaway service

Wheeled motor vehicles

Except as required by regulation or law, shipments described on bills of lading as FAK 999923/U99923 will not be further described as to individual commodities contained in the shipment. Shipments containing both FAK and non-FAK commodities shall be regarded as a single shipment for the purpose of assessing charges.

Includes Change through Change Ten

# ITEM <u>270</u> (continued)

m. FREIGHT ALL KINDS, DOD UNIQUE NUMBER 999924 or U99924, except Class 1, Division 1.1, 1.2, 1.3, or 1.4 ammunition, explosives, fireworks, or chemical munitions, and other hazardous materials, but including other hazardous materials and non-sensitive Class C commodities not exceeding 1,000 pounds, and DPM shipments of crated household goods and unaccompanied baggage, consists of those commodities which carriers offer to transport at one inclusive rate or charge regardless of their classification rating in the UFC, NMFC, MSTIP 364, or their differing transportation characteristics.

MOTOR/OTHER 999924 <u>RAIL</u> U99924

The following commodities may not be included as FAK 999924/U99924:

Ammunition, explosives, or fireworks classified as Class 1, Division 1.1, 1.2, or 1.3

Ammunition, explosives, or fireworks classified as Class 1, Division 1.4. Each FAK shipment may include ammunition, explosives, or fireworks classified as non-sensitive Division 1.4 whose combined weight is less than 1,000 pounds.

Army tractor tanks and tracked vehicles

**Bulk** commodities

Coins

Corpses

Currency

Etiologic agents

Fresh, frozen, or refrigerated food

Hazardous waste

Internal combustion engines

Live animals

Missiles or rockets

Narcotics and dangerous drugs

Poison inhalation hazard, Div. 2.3

Postage stamps or stamped envelopes

Precious metals

Radioactive materials, excepted packages – instruments and articles (See NOTE 2)

Vehicles in driveaway and/or towaway service

Wheeled motor vehicles

Except as required by regulation or law, shipments described on bills of lading as FAK 999924/U99924 will not be further described as to individual commodities contained in the shipment. Shipments containing both FAK and non-FAK commodities shall be regarded as a single shipment for the purpose of assessing charges.

Includes Change through Change Ten

# ITEM <u>270</u> (continued)

n. ARMY TRACKED VEHICLE GROUP, with or without guns, vehicle weight less than 40,000 pounds:

	MOTOR/OTHER	<u>SUB</u>	RAIL	<u>SUB</u>
Army Tracked Vehicle Group, with or without				
guns, vehicle weight less than 40,000 lbs.	999940		U99940	
Mortar carrier, M106	999940	01	U99940	01
Mortar carrier, M106A1	999940	02	U99940	02
Mortar carrier, M106A2	999940	03	U99940	03
Personnel carrier, M113	999940	04	U99940	04
Personnel carrier, M113A1	999940	05	U99940	05
Personnel carrier, M113A2	999940	06	U99940	06
Personnel carrier, M113A3	999940	07	U99940	07
Mortar carrier, M125A1	999940	08	U99940	08
Mortar carrier, M125A2	999940	09	U99940	09
Flame thrower carrier, M132	999940	10	U99940	10
Flame thrower carrier, M132A1	999940	11	U99940	11
Anti-aircraft gun, M163	999940	12	U99940	12
Missile loader transporter, M501	999940	13	U99940	13
Cargo carrier, M548	999940	14	U99940	14
Cargo carrier, M548A1	999940	15	U99940	15
Reconnaissance vehicle, M551	999940	16	U99940	16
Reconnaissance vehicle, M551A1	999940	17	U99940	17
Command post carrier, M577	999940	18	U99940	18
Command post carrier, M577A1	999940	19	U99940	19
Combat engineering vehicle, M577A2	999940	20	U99940	20
Recovery vehicle, M806	999940	21	U99940	21
Improved tow carrier, M901	999940	22	U99940	22
Improved tow carrier, M901A1	999940	23	U99940	23
NOIBN/NOI	999940	24	U99940	24

o. ARMY TRACKED VEHICLE GROUP, with or without guns, vehicle weight 40,000 to 59,999 pounds:

	MOTOR/OTHER	<u>SUB</u>	RAIL	<u>SUB</u>
Army Tracked Vehicle Group, with or without				
guns, vehicle weight 40,000 to 59,999 lbs.	999941		U99941	
Bradley tank, M2	999941	01	U99941	01
Bradley tank, M2A2	999941	02	U99941	02
Bradley tank, M3	999941	03	U99941	03
Howitzer, M109	999941	04	U99941	04
Howitzer, M109A1	999941	05	U99941	05
Howitzer, M109A2	999941	06	U99941	06
Howitzer, M109A3	999941	07	U99941	07
Howitzer, M110	999941	08	U99941	08
Recovery vehicle, M578	999941	09	U99941	09
Ammunition carrier, M992	999941	10	U99941	10
Multiple rocket launcher, MLRS	999941	11	U99941	11
NOIBN/NOI	999941	12	U99941	12

Includes Change through Change Ten

Effective May 1, 2000

# ITEM 270 (continued)

p. ARMY TRACKED VEHICLE GROUP, with or without guns, vehicle weight 60,000 pounds or more.

	MOTOR/OTHER	<u>SUB</u>	RAIL	<u>SUB</u>
Army Tracked Vehicle Group, with or				
without guns, vehicle weight 60,000 lbs.				
or more	999942		U99942	
Combat tank, M1	999942	01	U99942	01
Combat tank, M1A1	999942	02	U99942	02
Bradley tank, M3A2	999942	03	U99942	03
Combat tank, M48A1	999942	04	U99942	04
Combat tank, M48A2	999942	05	U99942	05
Bridge launcher tank, M48A2	999942	06	U99942	06
Combat tank. M48A3	999942	07	U99942	07
Combat tank. M48A5	999942	08	U99942	08
Bridge launcher tank, M48A5	999942	09	U99942	09
Combat tank, M48C	999942	10	U99942	10
Bridge launcher tank, M48C	999942	11	U99942	11
Combat tank, M60A1	999942	12	U99942	12
Combat tank, M60A2	999942	13	U99942	13
Combat tank, M60A3	999942	14	U99942	14
Bridge launcher tank, M60C	999942	15	U99942	15
Recovery vehicle, M88	999942	16	U99942	16
Recovery vehicle, M88A1	999942	17	U99942	17
Howitzer, M110A1	999942	18	U99942	18
Howitzer, M110A2	999942	19	U99942	19
Combat engineering vehicle, M728	999942	20	U99942	20
NOIBN/NOI	999942	21	U99942	21

NOTE 1: See ITEM <u>605</u> for Perishable Subsistence codes and ITEM <u>710</u> for Bulk Petroleum Products codes.

NOTE 2: This package conforms to the conditions and limitations specified in 49 CFR 173.424 for radioactive materials, excepted packages – instruments or articles.

Includes Change through Change Ten

# **ITEM 275**

# **DELIVERY REPORTS**

- 1. Carrier will provide the consignor with a report of delivery on a weekly basis if a DLA depot/contractor facility is consignor, or on monthly basis if non-DLA consignor, at no additional cost. The report will show all shipments tendered to the carrier during the reporting period and must be received within 21 days from pickup date.
- 2. These reports will be in GBL or CBL sequence and indicate destination, number of stop-offs, pickup date, delivery and/or offer for delivery date. The report will show the percentage of shipments delivered on time and the reason for any late delivery. If a shipment is tendered to the consignee and refused or if delivery is rescheduled for another time, the report should indicate the name and telephone number of the person refusing or rescheduling the shipment.
- 3. As agreed to by the consignor, the carrier will also provide legible hard copy Proof of Delivery (POD) for a maximum of 15 percent of the shipments included in the delivery reports. Consignor will select POD randomly.

#### **ITEM 280**

# **DEMURRAGE (STRAIGHT) (DEM) (see NOTE)**

- 1. Railroads will send or give a notice of arrival to the consignee or party entitled to receive it within 24 hours, excluding Saturday, Sunday, or holidays, of its arrival at the destination or hold point. Notification shall include railcar initials and number, commodity, points of shipment, and hold point if car is constructively placed short of the billed destination. When the required notice of arrival is not sent or given within the prescribed 24 hours after arrival, time will be computed from the first 7:00 a.m. after the notice was actually sent or given.
- 2. Free time will be computed from the first 7:00 a.m. after actual or constructive placement has been made, excluding Saturdays, Sundays, and holidays. Free time will be allowed for each railcar as follows:

DEM(1)	hours for loading
DEM(2)	hours for unloading.

3. After expiration of free time, the following charges per car per day or fraction thereof will be assessed until the railcar is released:

DEM(3) \$	tor each of the first four days
DEM(4) \$	for each of the next two days
DEM(5) \$	for each subsequent day.

- 4. Demurrage will end when the consignor/consignee notifies authorized railroad personnel, either by telephone or electronic message, that the car has been loaded/unloaded and available to the railroad.
- a. Information given must include the identity of the consignor or consignee, person furnishing the data, and car initial and number. The railroad will maintain the record of this information, including date and time of receipt and identity of person receiving this information. This recorded date and time will govern the release of the car.
- b. When the consignor or consignee cannot furnish the required information because authorized railroad personnel are not on duty to accept the information, the consignor or consignee will have until 9:00 a.m. of the next day on which the railroad has the personnel on duty to furnish advice on when the car was made available. The car will be considered released at the date and time it was loaded/unloaded and made available to the railroad.

Includes Change through Change Ten

Effective May 1, 2000

# ITEM 280 (continued)

- 5. When the same car is unloaded and reloaded, each transaction will be treated as independent of the other. Free time for reloading shall not begin until the first 7:00 a.m. after unloading is completed and notification is given the railroad, in accordance with paragraph 4 above.
- 6. On loaded or empty cars for delivery on interchange tracks where the Government or Government contractors perform the switching service, time will be computed from the first 7:00 a.m. after actual or constructive placement on the tracks and continue until the cars are returned to the same or another interchange track and advice is given, in accordance with paragraph 4.
- 7. When a railroad, for its convenience, furnishes two or more cars, in lieu of the car(s) ordered, demurrage will be applied only on the basis of the car(s) ordered.
- 8. Government-owned or -leased cars on government-owned tracks or government-owned or -leased cars on government contractor-owned tracks will not be subject to demurrage charges.
- 9. When, for railroad convenience, Government-owned cars are kept on railroad-owned tracks, the demurrage directly chargeable will be eliminated in computing demurrage. Government-owned cars kept on railroad-owned tracks at the request of consignor or consignee will be subject to demurrage charges.
- 10. When strike interference makes it impossible to load, unload, or receive cars from or make available to a railroad at the location where loading/unloading is to be accomplished, the following will apply:
- a. Demurrage from the first 7:00 a.m. after the interference begins until the first 7:00 a.m. after interference ceases will be excluded from computing time and charges, provided a written claim is submitted to the railroad within 30 days of the date the interference ceases.
  - b. Demurrage both before and after the period of interference will be consolidated into one period of detention.
- 11. When because of delay or irregularity in filling orders, or an act or neglect of the railroad, or weather interference, cars are bunched and placed for loading/unloading in accumulated numbers exceeding the daily placing as ordered or exceeding the number received daily, the Government will be allowed as much free time for loading/unloading as it would have been entitled to if the cars had not been bunched. Written bunching claim within thirty (30) days of receipt of demurrage bill must be presented to the railroad, certifying the initial and number for each car involved.
- 12. When severe weather conditions, floods, earthquakes, hurricanes, or tornadoes make it impossible to load/unload, the chargeable demurrage will be eliminated, provided the consignor or consignee advises the railroad of the nature and duration of the weather interference at or before the time the railcar is released.

NOTE: See ITEM 200, ACCESSORIAL SERVICES REQUESTED BY CONSIGNOR/CONSIGNEE.

Includes Change through Change Ten

# ITEM <u>285</u> (C1) <u>DETENTION: VEHICLE WITH POWER UNIT</u> (DEP)

(See NOTES 1, 2, and 3)

When carrier's vehicle with power unit (straight truck, tractor-trailer combination, or dromedary box) is delayed or detained for loading/unloading on the premises of consignor, consignee, or other premises approved by them, and the delay or detainment is attributable to the consignor/consignee, the shipment (or the combined weight of multiple shipments) being loaded/unloaded will be subject to the following provisions:

- a. Free time.
  - (1) Carriers will allow the free time periods listed below for loading/unloading carrier's vehicle:

TYPE OF SHIPMENT	FREE TIME
Vehicles loaded on Motor Vehicle Transport Trailers (Equipment	1 hour (waiting time to begin loading/unloading)
Code A20)	
Vehicles loaded on flat-bed/specialized equipment	3 hours
Fully palletized shipments 20,000 lbs and over	2 hours (NOTE 1)
Nonpalletized shipments less than 3,000 lbs	1 hour (NOTE 1)
Nonpalletized shipments 3,000 lbs but less than 10,000 lbs	2 hours (NOTE 1)
Nonpalletized shipments 10,000 lbs but less than 20,000 lbs	3 hours (NOTE 1)
Nonpalletized shipments 20,000 lbs but less than 28,000 lbs	4 hours (NOTE 1)
Nonpalletized shipments 28,000 lbs but less than 36,000 lbs	5 hours (NOTE 1)
Nonpalletized shipments 36,000 lbs but less than 44,000 lbs	6 hours (NOTE 1)
Nonpalletized shipments 44,000 lbs and over	7 hours (NOTE 1)

- (2) Free time shall begin when the following conditions are met:
  - (a) The vehicle is cleared and approved (inspection and administrative) for loading/unloading.
  - (b) The vehicle is positioned at the loading/unloading dock.
- (c) The vehicle is within the consignor's/consignee's normal operating hours as published, or acceptance hours as annotated on the GBL.
- (3) Computation of time in paragraph a.(1) above is to be made within the normal business (shipping) day at the designated premises at the place of pickup/delivery, except if a carrier or its representative is permitted to work beyond this period, that working time shall also be included. When loading/unloading is not completed at the end of such day, time will be resumed at the beginning of the next work day, or when work the next day is actually begun by the carrier or its representative, if earlier.
- b. Charges. If loading/unloading extends beyond the allowable free time, the charge will be DEP(1) \$\_\_\_\_\_ for each hour or fraction thereof that the vehicle is delayed beyond the allowable free time, until released by the consignor/consignee. Detention charges provided herein will be assessed during normal business hours only.

Includes Change through Change Ten

Effective May 1, 2000

# ITEM <u>285</u> (continued)

- c. This rule will also apply:
- (1) When consignor/consignee requires that the tractor be disconnected from the trailer during loading/unloading and parked elsewhere on the consignor's/consignee's premises or
- (2) When consignor/consignee directs that the trailer be left overnight and the tractor be parked at other than on consignor's or consignee's premises.
- d. Detention must be documented, when it occurs, by the carrier's representative and the installation transportation officer responsible. This must be accomplished prior to the driver exiting the installation, following either pickup/delivery of freight. A copy of the documentation will be forwarded along with the invoice for payment. Carrier must provide a form for documentation which will include the following as a minimum:
  - (1) GBL and/or carrier waybill number(s).
  - (2) Signatures of carrier and transportation officers.
  - (3) Vehicle identification numbers including tractor and trailer numbers as applicable.
- (4) Exact date and time the vehicle was spotted for loading/unloading and date and time the vehicle was released to the driver.
- (5) Shipment weight, whether shipment is palletized and percent palletized, and whether material handling equipment was used by installation.
  - (6) Reason for the delay.
- NOTE 1: If 90 percent or more of the material (boxes, crates, pieces, parts, etc.) comprising a nonpalletized shipment is unloaded/loaded by pallet jack, forklift, or other type of material handling equipment, without use of pallets, then the free time allowed will be one-half of the free time allowed for shipments not palletized or 3.5 hours, whichever is less. Fully palletized shipments weighing less than 20,000 pounds will be allowed one-half the free time. However, in no case will free time for loading or unloading explosive shipments be less than one hour.
- NOTE 2: A shipment will be considered as "fully palletized" when at lease 90 percent of the shipment weight (exclusive of pallet weight) is loaded on pallets.
- NOTE 3: Installations incurring charges under this item will be billed direct. See ITEM <u>200</u>, <u>ACCESSORIAL SERVICES</u> REOUESTED BY CONSIGNOR/CONSIGNEE

Includes Change through Change Ten

# ITEM 290 (C1) <u>DETENTION: VEHICLE WITHOUT POWER UNIT</u> (DET)

(See NOTES 1 and 2)

Subject to the availability of equipment and carrier's approval, carriers may spot vehicles without power units (empty or loaded trailers) for loading/unloading on the premises of the consignor/consignee, or on other premises approved by them. When these vehicles are delayed or detained, and the delay is attributed to the consignor or consignee, the shipment (or the combined weight of multiple shipments) being loaded/unloaded will be subject to the following provisions:

#### a. Free time:

- (1) Trailers spotted for loading/unloading will be allowed 24 hours of free time for loading/unloading, which will commence when the trailer is spotted for loading/unloading.
- (2) When any portion of the free time extends into Saturday, Sunday, or holiday, the computation of free time will resume at 12:01 a.m. on the next day which is neither a Saturday, Sunday, nor holiday.
- (3) Free time shall not begin on a Saturday, Sunday, nor holiday, but at 8:00 a.m. on the next day which is not a Saturday, Sunday, nor holiday.
- (4) When a trailer is both unloaded and reloaded, each transaction will be treated independently of the other. Free time for loading shall not begin until free time for unloading has elapsed.
- b. Detention will end when consignor/consignee notifies carrier by telephone that loading/unloading has been completed and that the trailer is available for pickup.
  - c. Charges for detention of vehicles without power units will be:
- (1) For each of the first and second 24-hour periods or fraction thereof that vehicle is detained beyond the allowable free time, the charge will be DET(1) \$\_\_\_\_\_ per 24-hour day or fraction thereof.
- (2) For each of the third and fourth 24-hour periods or fraction thereof that vehicle is detained beyond the allowable free time, the charge will be DET(2) \$\_\_\_\_ per 24-hour day or fraction thereof. For the fifth and each succeeding 24-hour period or fraction thereof that vehicle is detained beyond allowable free time, the charge will be DET(3) \$\_\_\_\_ per 24-hour day or fraction thereof.
- d. Detention must be documented, when it occurs, by the carrier's representative and the installation transportation officer responsible. This must be accomplished prior to the driver exiting the installation, following either pickup/delivery of freight. A copy of the documentation will be forwarded along with the invoice for payment. Carrier must provide form for documentation which will include the following as a minimum:
  - (1) GBL and/or carrier waybill number(s).
  - (2) Signatures of carrier and transportation officers.
  - (3) Vehicle identification numbers including tractor and trailer numbers as applicable.
- (4) Exact date and time the vehicle was spotted for loading/unloading and date and time the vehicle was released to the driver.

Includes Change through Change Ten

Effective May 1, 2000

# ITEM 290 (continued)

- (5) Shipment weight, whether shipment is palletized and percent palletized, and whether material handling equipment was used by installation.
  - (6) Reason for the delay.
- NOTE 1: Certain Government installations have specific agreements for storing and relocating carrier equipment for load/unloading and/or detention charges.
- NOTE 2: Installations incurring charges under this item will be billed direct. See ITEM <u>200, ACCESSORIAL SERVICES</u> REQUESTED BY CONSIGNOR/CONSIGNEE.

ITEM 295 DUNNAGE

Each consignor will provide dunnage (temporary blocking or lining, racks, standards, strips, stakes, or similar bracing supports which do not constitute a shipping container, package, or a part of the transportation vehicle) to protect and secure shipments for transportation. If the carrier provides the dunnage at the request of the consignor, the dunnage will be provided at no additional charge.

#### **ITEM 300**

# EMPTY RAILCARS ORDERED BUT NOT USED (ECS)

- 1. When empty cars are placed or spotted on orders, but not used in transportation service, a charge of ECS(1) \$\_\_\_\_\_ per car will be assessed, in addition to other charges.
- 2. Provisions of this item will not apply on cars placed for carrier convenience, or cars defective or unfit to load.

#### **ITEM 305**

#### ESCORT/FLAGMAN/TELEPHONE SERVICE (MEN/MES/MET)

- 1. When an escort or a flagman is requested by the consignor or required by a regulatory agency, the carrier will furnish escort vehicle or flagman, subject to charges below:
- a. When an escort vehicle or flagman is assigned to a shipment, the charge shall be MES(1) \$\_\_\_\_\_ per mile per each escort vehicle or flagman, applying from the assigned location to the place where the requirement ceases. The assigned point and the point of cessation may or may not be origin and destination of the shipment. The minimum charge for each escort vehicle or flagman will be MES(2) \$\_\_\_\_\_. This service may be required only intermittently during any given trip depending on state, county, or municipal regulation. Charges will apply only where the requirement exists.
- b. When shipment hours are restricted by a regulatory agency, carriers may include an overnight subsistence flat charge of MEN(1) \$\_\_\_\_\_ per night for each flagman or escort vehicle driver, when applicable.
- c. When an escort vehicle or flagman is furnished by the state, county, or municipality, the carrier will advance the lawful charges incurred for subsequent reimbursement from the Government, in accordance with ITEM <u>205</u>, <u>ADVANCING CHARGES</u>.

Includes Change through Change Ten

Effective May 1, 2000

# ITEM 305 (continued)

- 2. When requested by the consignor or consignee, mobile telephone (s) or two-way radio (s) will be furnished by the carrier at a flat charge of MET(1) \$\_\_\_\_\_ for each vehicle so equipped. These charges will be in addition to all other applicable charges. This charge will not apply when the telephone-radios are required as part of a transportation protective service described in Section 2, SECURITY SERVICES, of this publication.
- 3. Charges named in this item are in addition to all other charges.

# ITEM 310 (C1)

#### EXCLUSIVE USE OF VEHICLE (EXC)

(Truckload movements only)

- 1. Neither the application of seals or locks by the Government nor notation of a Required Delivery Date (RDD) on the bill of lading shall be interpreted as a request for Exclusive Use of Vehicle. Vehicles sealed either by carrier for its convenience or by consignor may not be construed as requiring Exclusive Use, and carrier may remove seals or locks to add other freight (see ITEM 475, SEALING OF VEHICLES).
- 2. Carriers will provide Exclusive Use of Vehicle Service to DOD consignors upon request, subject to the following:
- a. Exclusive Use of Vehicle means that the vehicle furnished will be devoted exclusively to the transportation of the shipment, without the breaking of seals or locks and without the transfer of lading for carrier convenience.
- b. Consignor will request Exclusive Use of Vehicle Service by annotating "Exclusive use of vehicle requested by the Government" on the bill of lading. In addition, the following endorsement will be annotated on the bill of lading and completed by the carrier agent at destination:

"I certify that Exclusive Use of	Vehicle Service was f	furnished from:	
(Origin)	to	(Destination)	
	(Signature of	Carrier Agent) "	

- c. Request for Exclusive Use Service will not include Expedited Service unless Expedited Service is also requested, by annotation, on the bill of lading.
- d. In the event a lock or seal is removed from a vehicle, carrier will immediately relock or reseal the vehicle and will annotate the accompanying papers with the new lock or seal number and the reason for removal of the original lock or seal. No freight will be added to the vehicle, except at instruction of the consignor or consignee.
  - e. The charge for Exclusive Use Service will be EXC(1) \$\_\_\_\_\_ per mile per vehicle, in addition to all other charges.
- 3. Exception. Charge for Exclusive Use of Vehicle will not be assessed when a shipment is overdimensional and subject to ITEM 370, OVERDIMENSIONAL FREIGHT SERVICE; a vehicle is loaded to full visible capacity; when line-haul charges are based on a minimum or actual weight of 45,000 pounds; when rates are quoted Per Vehicle Moved, Per Mile Per Vehicle Moved, Per Wehicle Used, Per Mile Per Vehicle Used, Per Gallon, Per Gallon Per Mile, or Per Short Ton; or when Exclusive Use of Vehicle is required as part of a transportation protective service.

Includes Change through Change Ten

Effective May 1, 2000

# ITEM 315 (C1)

# EXPEDITED SERVICE (EXP)

Upon request of the consignor and agreement by the carrier, carrier shall provide Expedited Service (EXP) subject to the following:

- a. EXP means the immediate dispatch of shipment in continuous line-haul service within legal parameters as stated in CFR, Title 49, to meet the RDD specified by the shipper on the bill of lading.
- b. Consignor will request EXP by annotating the bill of lading clearly and specifically: "EXPEDITED SERVICE REQUIRED." Inclusion of an RDD/DDD alone will not constitute a request for EXP.
  - c. Charge will be EXP(1) \$\_\_\_\_\_ per mile, per vehicle, in addition to all other charges.
- d. When an extra driver is needed in accordance with parameters in a. above, the shipper will annotate the bill of lading "EXTRA DRIVER REQUESTED." The additional charge specified in ITEM 320, EXTRA DRIVER, will apply.
- e. If the carrier fails to meet the RDD/DDD specified on the bill of lading, the carrier will be entitled to the applicable line-haul charges only.

#### **ITEM 320**

# **EXTRA DRIVER** (EXD)

- 1. When requested by the consignor, the carrier will provide the services of an extra driver for continuous line-haul service within legal parameters.
- 2. The request for an extra driver must be annotated on the bill of lading clearly and specifically. The charge for extra driver service will be EXD(1) \_\_\_\_\_ cents per mile, subject to a minimum charge of EXD(2) \_\_\_\_\_ per vehicle. This charge will be in addition to all other transportation charges.

# **ITEM 325**

# EXTRA LIGHTS ON OVERDIMENSIONAL CARGO (ELS)

When a regulatory agency requires that lights, flashing or not flashing, be placed on an overdimensional shipment, a charge of ELS(1) \$ per vehicle will apply, in addition to all other charges.

#### **ITEM 330**

# HANDLING FREIGHT AT LOCATION NOT IMMEDIATELY ADJACENT TO VEHICLE (HHB)

- 1. When requested by consignor or consignee and carrier operating conditions permit, carriers will move shipments or partial shipments from or to locations beyond the immediately adjacent loading/unloading location. Vehicle is "immediately adjacent" to loading/unloading location when separated only by an intervening sidewalk or walkway.
- 2. Charge for this service will be HHB(1) \$\_\_\_\_\_ per hundred pounds, subject to a minimum charge of HHB(2) \$\_\_\_\_\_ a shipment, and a maximum charge of HHB(3) \$\_\_\_\_\_ per shipment.
- 3. When shipments are accorded split pickup, split delivery, or stopped in transit to complete loading or for partial unloading, charges named in this item will apply to each stop separately, wherever the service is accomplished.

Includes Change through Change Ten

Effective May 1, 2000

# **ITEM 335**

# **HAZARDOUS CARGO**

- 1. Hazardous cargo will be specifically described on the Government bill of lading in accordance with CFR, Title 49.
- 2. When placarding is required under ATA Tariff 111-series, BOE Tariff 6000-series, or by CFR, Title 49, supplements thereto, or revisions thereof, the consignor will provide the carrier with the appropriate placard for the shipment. Carrier will affix the placard to the vehicle, at no extra cost.

# ITEM 338 (N2)

# IDLER CAR (IDC)

Shipments which because of length require one or more idler cars will be subject to a charge of IDC(1) \$\_\_\_\_\_ per idler car, in addition to all other applicable transportation charges.

# **ITEM 340**

# INOPERABLE VEHICLE (VIS)

- 1. An inoperable vehicle cannot operate under its own power without the assistance of a qualified mechanic. A vehicle that can be started by the carrier with the assistance of battery boosters or other means is not inoperable.
- 2. Inoperable motor vehicles in truckaway service which are loaded and/or unloaded by the truckaway driver, will be subject to an additional charge of VIS(1) \$\_\_\_\_\_ for each inoperable vehicle loaded and/or unloaded. No charge will apply when Government or contractor personnel assist the carrier in loading and/or unloading inoperable vehicles. The charge named in this item applies only when the consignor or consignee annotates on the GBL the make, year, and model of each inoperable motor vehicle loaded and/or unloaded by the carrier.

# **ITEM 345**

# **INTERLINE SERVICE**

Where interline rates are offered, the carrier issuing the rate tender(s) governed by this publication is subject to all provisions herein apply from origin to final destination.

Includes Change through Change Ten

ITEM	<u>346</u>	(N2)
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# **INTERMODAL SHIPMENTS** (IMS)

	·				
1. The following intermodal shipments for which motor carrier service was required be subject to the additional charges shown below:	uired and provided, incidental to rail line-haul, will				
a. Tracked vehicles and equipment weighing less than 50,000 pounds:	IMS(1) \$each				
b. Tracked vehicles and equipment weighing 50,000 pounds or more:	IMS(2) \$each				
c. Trailers or containers with chassis:	IMS(3) \$each				
d. Containers or MILVANS without chassis:	IMS(4) \$each				
2. When a carrier, upon consignor's request, furnishes a vehicle and through no fault of the carrier, the consignor cancels loading of the vehicle, the carrier will be entitled to a charge, as provided in ITEM 530, VEHICLE FURNISHED BUT NOT USED.					
3. When the consignor causes the delay of carrier equipment, the carrier will be entitled to a charge, as provided in ITEM <u>285</u> , <u>DETENTION: VEHICLE WITH POWER UNIT.</u>					
ITEM 350 (C9) CARGO LIABILITY OF CARRIER	(LIE)				
1. For all shipments weighing less than 15,000 pounds, the carrier's liability for lost and/or damaged cargo will be limited to the lowest dollar amount of \$50,000 or the actual amount of the loss and/or damage to the article(s). Should a shipper desire to declare and establish a cargo liability for an amount greater than \$50,000, the carrier agrees to provide this increase liability coverage for LIE(1) \$ per each \$100 increase in loss and/or damaged cargo liability over the maximum liability.					
2. For all shipments weighing 15,000 pounds and over, the carrier's liability for lost and/or damaged cargo will be limited to the lowest dollar amount of \$150,000 or the actual amount of the loss and/or damage to the article(s). Should a shipper desire to declare and establish a cargo liability for an amount greater than \$150,000, the carrier agrees to provide this increased liability coverage for LIE(2) \$ per each \$100 increase in loss and/or damaged cargo liability over the maximum liability.					
3. (For Optimum Benefit negotiated shipments) When the GT solicitation requests carrier's liability for lost and/or damaged shipments at amounts other than those shown in paragraphs 2 and 3, the following shall apply: The carrier's liability for lost or damaged shipments will be limited to LIE(3) \$ per pound per piece, or a maximum of LIE(4) \$ per shipment, whichever best compensates for the actual amount of the loss and damage to the article(s) transported. Recovery may not exceed the actual value of the article(s) lost or damaged. Should a shipper desire to declare and establish a cargo liability for an amount greater than indicated in LIE 4, the carrier agrees to provide this increased liability coverage for LIE(5) \$ per each \$100 increase in lost and/or damaged cargo liability over the maximum liability stated.					
4. All DOD shipments governed by this rules publication are subject to the released liabilities stated in the paragraphs above. No other released liabilities apply, regardless of where they are published. When a DOD shipment is made using a National Motor Freight Classification, Uniform Freight Classification, or a DOD unique item number that contains a released value different from that contained in this item, the released values contained in this item apply.					
NOTE: Charges for LIE 4 must be stated in whole dollars.					
Includes Change through Change Ten	Effective May 1, 2000				

# ITEM <u>355</u> (C1) <u>LOADING/UNLOADING BY MOTOR CARRIER</u> (URC)(See NOTE)

- 1. If carrier is required to load and/or unload unassisted by consignor or consignee, charge for this service will be URC(1) \$\_\_\_\_\_ per hundredweight, subject to a minimum charge of URC(2) \$\_\_\_\_ per shipment. Consignor or consignee requesting this service shall provide certification that the carrier performed the service and indicate the amount of weight that the carrier handled.
- 2. Carrier is required to stack unpalletized freight at the tailgate of the vehicle, tailgate pickup/delivery is pickup/delivery that enables a forklift truck or similar materials handling equipment, with operator only, to remove cargo to/from the tailgate of the carrier vehicle.
- 3. Carrier will not reload shipments of engines, except as authorized by consignor.
- 4. Multiple shipments loaded/unloaded on the same day will be considered as a single shipment under this item.

NOTE: See ITEM 200, ACCESSORIAL SERVICES REQUESTED BY CONSIGNOR/CONSIGNEE.

#### ITEM 360 (C1)

#### LOADING/UNLOADING INTERMODAL SHIPMENTS

- 1. Consignors will load and consignor will unload railcars, trailers, and containers.
- 2. Consignors must load all railcars, trailers, and containers in accordance with the loading rules contained in Association of American Railroads (AAR) "Open Top Carloading Manual"; AAR Circular 42-series, "Loading of Carload Shipments in Closed Cars"; other appropriate AAR commodity loading publications and revisions; or as approved by the railroads involved. All unused securement devices must be returned to and stored in the same car from which removed, and devices must be secured.
- 2. To complete unloading, consignee must remove all lading (unless otherwise provided in the solicitation), non-railroad owned dunnage, blocking, bracing, strapping, and any other non-railroad owned material that was part of the inbound shipment and secure the interior equipment. Consignee must return to the same car all railroad-owned securement devices removed to complete unloading, securely lock all bulkhead doors, return wooden doors used in transportation of bulk commodities, and close all exterior doors and hatches.

# **ITEM 365**

# **MAXIMUM CHARGE**

In no case shall the charge for any shipment of lesser quantity from or to the same place requiring the same level of service and in the same shipping form be greater than the charge for a greater quantity of freight at the rate and minimum weight applicable to a greater quantity of the same freight. If motor carrier charges are lower by considering the shipment as a truckload, the shipment may be tendered to a truckload carrier.

# **ITEM 370**

#### NON-ALTERNATION OF RATES AND CHARGES

Rates in tenders governed by this publication will not alternate with any other rates or charges.

Includes Change through Change Ten

Effective May 1, 2000

#### **ITEM 375**

#### NOTIFICATION BEFORE DELIVERY

When the consignee requires notification, before delivery, the carrier will, without additional charge, provide the consignee telephonic notice of arrival, in accordance with instructions on the bill of lading.

#### ITEM 376 (C9)

#### OBJECTIVE SERVICE SUPPLY DELIVERIES (DIS)

(Only applies on TL shipments)

- 1. Carrier agrees to provide internal deliveries to points as identified in individual solicitations referring to this item, in addition to line-haul service to the Central Receiving Point (CRP) at the rate provided herein, plus applicable charges.
- 2. Carrier agrees to deliver the shipments in the sequence stated on the GBL.
- 3. The total charges will be computed based on the line-haul rate, plus the delivery charge of DIS(1) \$\_\_\_\_\_ for each internal delivery point listed on the GBL.
- 4. Normal unloading time at each internal delivery point will not exceed one hour. The carrier agrees to provide documentation on each shipment containing time of arrival and departure of each internal delivery point and comments justifying deliveries outside the normal time period.
- 5. Carrier agrees to provide next-business-day delivery to all internal delivery points and the CRP. The rate provided herein will include all waiting time incurred on the next business day, not to exceed eight hours. The carrier will be allowed 30 minutes driving time between each delivery point. If the total of delivery time and driving time exceeds eight hours, the charge of DIS(2) \$\_\_\_\_\_ will be billed to the activity requesting the layover.
- 6. The provisions in ITEM <u>485</u>, <u>SPLIT DELIVERY</u>, and ITEMS <u>285</u> and <u>290</u>, <u>DETENTION</u>, will not apply.

#### ITEM 380 (C1)

#### OVERAGES AND SHORTAGES

- 1. For less-than-truckload shipments, the carrier will report the overages and/or shortages to the consignor telephonically within 48 hours of accepting the shipment or at the first breakbulk point.
- 2. For truckload shipments, the carrier will report overages and/or shortages to the consignor telephonically within 48 hours after delivery of shipment.
- 3. Carrier agrees to follow up the telephonic notification of shipment discrepancy by facsimile or U.S. mail.

Includes Change through Change Ten

#### ITEM 385 (C1) OVERDIMENSIONAL FREIGHT SERVICE (520) (NOTE 1)

Carriers will provide overdimensional freight service upon request of the consignor, subject to the following definition, conditions, and charges:

a. Definition. A shipment will be considered to be overdimensional when it contains one or more non-divisible articles which measure in excess of 576 inches (48 feet) in length, 102 inches (8 feet 6 inches) in width, or 162 inches (13 feet 6 inches) in height from the ground to the top of the article after loading.

#### b. Conditions.

- (1) Although paragraph c(3) of this item provides coverage for overlength charges, overlength dimensional charges will not be assessed for interstate or intrastate movements if the non-divisible article(s) does not extend beyond the semi-trailer and: (1) the movement is over interstate or Federal-aid highways, or (2) the gross length dimensions of the tractor and loaded semi-trailer combination are within the maximum gross length for such equipment combination when moving over other than interstate and Federal-aid highways.
- (2) The overdimensional mileage charges named in paragraph c of this item will apply only to that mileage within those states that assess a permit fee for the overdimensional load. When a shipment is overdimensional in more than one dimension (i.e., width, length, or height), the overdimensional mileage charge producing the greatest total charges will apply. In no case will overdimensional mileage charges be assessed on more than one dimension.
- (3) When a special permit or bond is required by any state, county, or municipality because of the overdimensional nature of the shipment, and the carrier obtains the permit or bond at the request of the consignor, the carrier will advance the charges so incurred for subsequent reimbursement from the Government. (See ITEM 205, ADVANCING CHARGES)
- (4) Overdimensional shipments will be tendered and billed as a truckload shipment. Line-haul transportation charges will be based on the applicable truckload charge (per vehicle used or per mile per vehicle used), highest minimum weight, or actual weight it in excess of the minimum weight, and accompanying truckload rate.
  - c. Charges: Overwidth, Overlength, and Overheight. (See NOTE 1)
    - (1) Overwidth Charges. Minimum Charge: 520(1) \$\_\_\_\_\_ per vehicle.

Article Width (in inches)		Charges per Mile per Vehicle	
Over	Not Over		
102	108	520(2) \$	
108	120	520(3) \$	
120	132	520(4) \$	
132	144	520(5) \$	
144	156	520(6) \$	
156	168	520(7) \$	
168	180	520(8) \$	
180	204	520(9) \$	
204		520(10) \$ per foot or fraction thereof on that	
		portion over 17 feet wide, plus the charge per mile in 520(9)	

Includes Change through Change Ten

#### ITEM 385 (continued)

(2) Overlength Charges. Minimum Charge: 520(11) \$\_\_\_\_\_ per vehicle.

Article Length (in inches)		Charges per Mile per Vehicle	
Over	Not Over		
576	600	520(12) \$	
600	660	520(13) \$	
660	720	520(14) \$	
720	780	520(15) \$	
780		520(16) \$ plus 520(17) \$ per foot for	
		that portion over 65 feet long	

(3) Overheight Charges. Minimum Charge: 520(18) \$\_\_\_\_\_ per vehicle. (See NOTE 2)

Article Height (in inches)		Charges per Mile per Vehicle
Over	Not Over	
162	168	520(19) \$
168	174	520(20) \$ (NOTE 3)
174	180	520(21) \$ (NOTE 4)
180	192	520(22) \$
192	204	520(23) \$
204		520(24) \$

#### NOTE 1: See ITEM 400, PERMITS AND SPECIAL TOLLS.

NOTE 2: Dimensions are measured from the ground to the top of the article after loading.

NOTE 3: Charges applicable to mileage within the states of California, Idaho, Nevada, Oregon, Utah, Washington, or Wyoming when shipment is over 14'(168 inches) high.

NOTE 4: Charges applicable to mileage within the states of Colorado and Nebraska when shipment is over 14'6"(174 inches) high.

#### **ITEM 390**

#### **OVERWEIGHT SHIPMENT (PER)** (See NOTE)

Shipments in excess of 48,000 pounds (45,000 pounds when loaded on lowboy equipment) will be assessed an additional charge of PER(1) \$\_\_\_\_\_ per mile, per ton, or fraction thereof, for that weight in excess of 48,000/45,000 pounds.

NOTE: See ITEM 400, PERMITS AND SPECIAL TOLLS.

Includes Change through Change Ten

#### ITEM 395 (C6)

#### PACKING AND UNPACKING (PUK) (BRAC only)

When a carrier packs and unpacks a movement, the carrier will assess the following charges:

a. Includes materials and labor:

Container	Charge Per Unit
1.5 cube carton	PUK(1) \$
3.0 cube carton	PUK(2) \$
4.5 cube carton	PUK(3) \$
6.0 cube carton	PUK(4) \$
Book carton	PUK(5) \$
Dish pack carton	PUK(6) \$
Glass carton	PUK(7)) \$
Mattress carton	PUK(8) \$
Mirror carton	PUK(9) \$
Office tote carton	PUK(10) \$
Picture carton	PUK(11) \$
Wardrobe carton	PUK(12) \$
Wood crating per cubic foot	PUK(13) \$
2.5 cube office tote carton	PUK(14) \$

b. Includes only cartons, tape, labels/tags:

Container	Charge Per Unit
1.5 cube carton	PUK(25) \$
3.0 cube carton	PUK(26) \$
2.5 cube office tote carton	PUK(27) \$

#### ITEM 398 (N9)

#### PERCENT OF REFUND (RRR)

Carrier's liability for late or nondelivered shipments is as follows:

- a. In the event a carrier is unable to meet the monthly on-time performance as committed to in the applicable tender(s), the carrier will return RRR (1) \_\_\_\_\_ percent of the total line-haul revenues earned for the month from that shipping location.
- b. Refund checks will be issued directly to the shipping activity.
- c. In case of nondelivery of individual shipments, an invoice will not be submitted to the billing/payment office identified in the bills of lading for these shipments.
- d. The delivery commitment guarantee as it affects on-time performance does not apply when the delays in delivery are caused by unforeseen acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes against the prime carrier, and unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the carrier.
- e. Carriers have a 3-month period to provide valid Proofs of Delivery to verify delivery times and receive appropriate payment.

Includes Change through Change Ten

Effective May 1, 2000

#### ITEM 400 (C1)

#### PERMITS AND SPECIAL TOLLS (SPC)

- 1. When a carrier is required to obtain hauling permits in connection with overdimensional and/or overweight articles, a charge of SPC\$\_\_\_\_\_\_, plus the actual fee paid to any state, county, or municipality for the permit, will be assessed in addition to all other applicable charges.
- 2. Tolls or fees for access to bridges, ferries, highways, or tunnels incurred by the carrier because of the overdimensional and/or overweight nature of the shipment will be assessed in addition to all other applicable charges.
- 3. Documentation to support all tolls, fees, permit costs, etc., will be provided at time of billing.

#### **ITEM 405**

#### PICKUP AND DELIVERY

Line-haul rates and charges shall include one pickup at origin and one delivery at destination during normal business hours. Additional pickups and deliveries will be subject to additional charges, as shown in ITEM 485, SPLIT DELIVERY, ITEM 490, SPLIT PICKUP, and, ITEM 495, STOP-OFF.

## ITEM 410 (C1) PICKUP/DELIVERY AT OTHER THAN NORMAL BUSINESS HOURS (HOL/PUD/SAT) (See NOTE)

- 1. When the consignor or consignee requests pickup/delivery service on normal business days before or after normal business hours or on Saturdays, Sundays, or holidays, the carrier will provide the service, subject to the following charges:
- a. Charge for pickup/delivery service before or after normal weekday business hours of the consignor or consignee will be PUD(1) \$\_\_\_\_\_ per hour or fraction thereof for each driver furnished Carrier should confirm normal business hours with the consignor/consignee.
- b. Charge for pickup/delivery service on Saturday will be SAT(1) \$\_\_\_\_\_ per hour or fraction thereof for each driver furnished, subject to a minimum charge of SAT(2) \$\_\_\_\_\_ per driver furnished.
- c. Charge for pickup or delivery service on Sundays or holidays will be HOL(1) \$\_\_\_\_\_ per hour or fraction thereof for each driver furnished, subject to a minimum charge of HOL(2) \$\_\_\_\_\_ per driver furnished.
- 2. Time will be computed from the time driver(s) arrive at the point of pickup/delivery until completion of loading/unloading and the consignor/consignee releases the driver(s).
- 3. Consignor or consignee must clearly annotate on the GBL the request for pickup/delivery before or after normal weekday business hours or on Saturdays, Sundays, or holidays; and furnish the carrier at least two hours' advance notice.
- 4. Charges for pickup/delivery on other than normal business days will not be included on the GBL. Charges for this service will be billed directly to the party requesting the services.

NOTE See ITEM 200, ACCESSORIAL SERVICES REQUESTED BY CONSIGNOR/CONSIGNEE.

Includes Change through Change Ten

Effective May 1, 2000

#### **ITEM 415**

# PREARRANGED SCHEDULING OF VEHICLE ARRIVAL FOR LOADING/UNLOADING

Request for prearranged scheduling may be oral or in writing. Upon request of consignor, consignee, or others they designate, carrier will, without additional charge, prearrange schedules with the designated consignor/consignee for arrival of vehicles for loading/unloading.

#### **ITEM 420**

#### PRELODGING (PRL) (See NOTE)

- 1. Prelodging is the hand-delivery of shipping documents by the delivering carrier at least 24 hours prior to the delivery of a shipment to a location designated by the consignee. The shipping documents must be contained in an envelope marked with the permit number, date and time of delivery, and the delivering carrier name.
- 2. When the consignee requires Prelodging, these procedures will apply:
  - a. Consignor will annotate the GBL with Prelodging request.
- b. When the delivering carrier consolidates multiple shipments for delivery (for all of which the consignee requires Prelodging) to the same consignee on the same day, the shipments will be considered a single shipment under this item.
- 3. Charge for Prelodging will be PRL(1) \$\_\_\_\_\_ for each shipment (see Par. 2b above).
- 4. Invoices submitted to the consignee for payment of Prelodging charges will be cross referenced as to GBL number(s), carrier freight bill number(s), permit number, and the date the Prelodging service was provided.

NOTE: See ITEM 200, ACCESSORIAL SERVICES REQUESTED BY CONSIGNOR/CONSIGNEE.

#### **ITEM 425**

#### PROTECTION FROM COLD

At consignor's request, carrier agrees to provide protection from the cold, at no additional charge. Consignor must annotate on the GBL "Subject to Damage from Freezing." When this or substantially the same language is not annotated on the GBL, carrier will not be liable for loss and damage caused by the cold.

#### **ITEM 430**

#### PROTECTIVE TARPING FOR SECURITY PURPOSES (PTS)

(See NOTES 1 and 2)

When requested by consignor for security purposes, carrier will cover shipments with tarpaulin(s). Charge for this service will be PTS(1) \$\_\_\_\_\_ for each vehicle. For shipments requiring more than one (1) vehicle, charge shall apply to each vehicle used which requires tarping. Consignor will annotate the bill of lading, "TARPS AND TARPING REQUIRED."

NOTE 1: "Tarps and tarping required" means tarping the shipment so as to not reveal the nature of the material.

NOTE 2: For other than security purposes, carrier has the responsibility to tarp a shipment without charge, without requiring annotation on the bill of lading.

Includes Change through Change Ten

Effective May 1, 2000

#### **ITEM 435**

#### **RAILCAR SUBSTITUTION**

- After consignor places car order, rail carriers, for their own convenience, may substitute the following equipment:
  - a. Five 53-foot flatcars with chain tiedown devices, in place of three 89-foot flatcars with chain tiedown devices.
  - b. Three 60-foot flatcars with chain tiedown devices, for two 68-foot flatcars with chain tiedown devices.
  - c. Two 89-foot flatcars with chain tiedown devices, for one 89-foot bilevel with chain tiedown devices.
  - d. Three 60- or 68-foot flatcars with chain tiedown devices, for two 89-foot flatcars with chain tiedown devices.
- 2. To differentiate between substituted railcars and cars furnished to order, the bill of lading must designate substituted cars by car numbers. Charges will be based on the size of the car ordered.

#### **ITEM 440**

#### RECONSIGNMENT/DIVERSION (RCC)

Carrier will provide Reconsignment or Diversion service upon written or oral request confirmed in writing, subject to the following:

- a. The terms "Reconsignment" and "Diversion" are considered to be synonymous, and the use of either will be considered to mean:
  - (1) Change in the place of delivery within the original destination point;
  - (2) Change in the original destination point; or
  - (3) Any other change in delivery which requires an additional movement of the shipment.
  - b. Only entire shipments, not portions of shipments, may be reconsigned.
- c. When performance of this service does not involve a change in the original destination, the carrier will be entitled to an additional charge of RCC(1) \$\_\_\_\_\_ per shipment.
- d. When this service involves a change in the original destination, the carrier will be entitled to the charge in paragraph c. above and the applicable published line-haul tender rate to the point of interception and from the interception point to the final destination.
- e. If a shipment is ordered returned to the consignor, the carrier will be entitled to the charge in paragraph c. above and to the line-haul tender rates to the interception point and back to the original origin point.
- 2. If the carrier does not have an applicable tender with a line-haul rate on file to or from the interception point, HQMTMC will negotiate rates with the carrier.
- 3. Payment of all charges for Reconsignment/Diversion will be the responsibility of the consignor/consignee requesting this service (see NOTE).

NOTE: See ITEM 200, ACCESSORIAL SERVICES REQUESTED BY CONSIGNOR/CONSIGNEE.

Includes Change through Change Ten

Effective May 1, 2000

#### **ITEM 445**

#### **REDELIVERY** (RCL) (See NOTE)

- 1. When a shipment is tendered for delivery and through the fault of the consignee the delivery cannot be accomplished, no further attempts to deliver the shipment will be made, except on request.
- 2. Carrier will notify the consignee that the shipment is on hand not later than the next business day after the day delivery was attempted and will arrange for a mutually agreeable redelivery date. Notification will be made by telephone, where practicable, otherwise by telegram or mail; telephonic notification must be confirmed by facsimile within 24 hours. If redelivery is not accomplished or if forwarding instructions are not furnished to the carrier within 24 hours of notification that the shipment is on hand, shipment will be subject to storage charges in ITEM 500, STORAGE.
- 3. When consignee authorizes redelivery, charge for redelivery will be RCL(1) \$\_\_\_\_\_ per hundred pounds, subject to a minimum charge of RCL(2) \$\_\_\_\_\_ per shipment, and a maximum charge of RCL(3) \$\_\_\_\_\_ per shipment.
- 4. If, after being notified that the shipment is on hand, the consignee elects to pick up the shipment at the carrier terminal, no redelivery charges will apply.
- 5. Unless otherwise stated on the GBL or as agreed to by the consignee and the consignor is unknown, the provisions of ITEM <u>215, ASTRAY FREIGHT</u>, will apply.
- 6. If the shipment is undeliverable because the identity of the consignee and the consignor is unknown, the provisions of ITEM <u>215, ASTRAY FREIGHT</u>, will apply.
- 7. Multiple shipments redelivered on the same day will be considered as a single shipment.

NOTE: See ITEM 200, ACCESSORIAL SERVICES REQUESTED BY CONSIGNOR/CONSIGNEE.

#### **ITEM 450**

#### **RELOCATION OF VEHICLE (RLS)** (See NOTES 1 and 2)

Upon request carrier will provide Relocation of Vehicle service to move a vehicle from one platform doorway or shipping room to another. Charge of RLS(1) \$\_\_\_\_\_ will be assessed by the carrier for each relocation and must be supported by consignor's/consignee's certification that the service was requested and provided.

NOTE 1: Does not apply to trailer pool equipment.

NOTE 2: See ITEM 200, ACCESSORIAL SERVICES REQUESTED BY CONSIGNOR/CONSIGNEE.

Includes Change through Change Ten

#### ITEM 454 (N9)

# REQUIRED TRANSIT TIME (Business Days) (Does not apply for Privately Owned Vehicles)

- 1. Carrier agrees to meet required transit time as shown in rate tenders/solicitations governed by this publication.
- 2. Transit time will be measured in business days, excluding Saturday, Sunday, and holidays as defined in Item 1005. Transit time begins the same business day the shipment is signed for by the carrier and ends at the time the shipment is delivered or made available for delivery. If a shipment is offered to a consignee and refused for delivery or rescheduled for another time, the name and telephone number of the person refusing or rescheduling the delivery must be indicated on the delivery report. When shipment is offered for delivery and carrier is given a later date for actual delivery, carrier must annotate delivery receipt with all pertinent information to receive credit for on-time delivery.
- 3. In instances where a shipment is signed for by the carrier on a Saturday, Sunday, or holiday, the transit time will not begin until the next business day. Unless the shipper requests and authorizes delivery on Saturdays, Sundays, or holidays, carriers shall not be required to deliver shipments on these days.
- 4. When the required delivery date cannot be met because of an act of God, the shipment must be delivered as soon as reasonably possible.
- 5. When stop-off is used, transit time will be increased as agreed upon by the shipper and the carrier but will not exceed more than one day for each intermediate stop, with the exception of Expedited Service.

#### ITEM 455 (C9)

#### <u>REQUIRED TRANSIT TIME (Calendar Days)</u> (Does not apply for Privately Owned Vehicles)

- 1. Carrier agrees to meet required transit time as shown in rate tenders/solicitations governed by this publication.
- 2. Transit time will be measured in calendar days including Saturdays, Sundays, and holidays except New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Transit times will be computed by subtracting the Julian Date the GBL is signed by the carrier for pickup from the Julian Date of delivery or day offered for delivery. If the transit time for the shipment exceeds the transit time shown above, the shipment is not on time.
- 3. Shipments whose transit times would require delivery on a nonbusiness day will be delivered on the next business day. If a shipment is offered to a consignee and refused for delivery or rescheduled for another time, the name and telephone number of the person refusing or rescheduling the delivery must be indicated on the delivery report. When shipment is offered for delivery and carrier is given a later date for actual delivery, carrier **must** annotate delivery receipt with all pertinent information to receive credit for on-time delivery.
- 4. When the transit time ends on a Saturday, Sunday, or holiday, the shipment must be delivered on the next business day to be considered delivered on time. When the required delivery date cannot be met because of an act of God, the shipment must be delivered as soon as reasonably possible.
- 5. When stop-off is used, transit time will be increased as agreed upon by the shipper and the carrier but will not exceed more than one day for each intermediate shop, with the exception of Expedited Service.

Includes Change through Change Ten

Effective May 1, 2000

#### ITEM 460 (C1)

#### RESTRICTED SPEEDS (RSS)

The unusual character of the shipment may restrict the carrier to speeds below normal operating speeds on open highways. The GBL will contain specific written instructions when tendering the shipment to the carrier. Carrier will comply with such restricted speeds insofar as possible. Charges shown below will be assessed in addition to all other applicable charges.

RESTRICTED SPEED	RATE PER VEHICLE MILE
20 MPH or less	RSS(1) \$
21 to 25 MPH	RSS(2) \$
26 to 35 MPH	RSS(3) \$
36 to 40 MPH	RSS(4) \$
41 to 46 MPH	RSS(5) \$

#### ITEM 465 (C3)

#### RETURN OF PALLETS

- 1. Carrier agrees to return empty pallets, including 463-L pallets/nets to consignor without charge. Unless otherwise specified, carrier may consolidate pallets and return them in conjunction with scheduled freight pickups. The 463-L pallets/nets will be returned to the consignor on a daily basis. Carrier will provide consignor with documents showing the number of pallets being returned and the trailer number containing the empty pallets.
- 2. Loaded 463-L pallets destined for Dover Air Force, DE from Defense Distribution Depots New Cumberland and Mechanicsburg, PA which are refused will be returned to the shipper at 40 percent pallet rates identified in the Guaranteed Traffic Tender.

#### **ITEM 470**

#### RETURN OF EMPTY TRAILERS (ERS) (Truckload Only)

- 1. The carrier will immediately return its empty equipment from destination back to origin when approved by the appropriate MTMC area command to support a DOD initiative, and when consignor or consignee requests this service by appropriate notation on the GBL.
- 2. A charge of ERS(1) \$\_\_\_\_\_ per mile shall be assessed for deadhead miles (movement of empty tractor-trailer combination or special equipment) from destination back to origin. Return mileage charge will not exceed the lowest line-haul transportation charges for the same type of equipment, regardless of commodity, in any tender filed with MTMC which applies from destination back to origin. Shortest route mileage, determined by the governing mileage guide, will be used.

#### **ITEM 475**

#### **SEALING OF VEHICLES**

- 1. Except as to shipments for which the GBL is annotated, "EXCLUSIVE USE OF VEHICLE REQUESTED BY THE GOVERNMENT" or in the following manner: "DO NOT BREAK SEALS EXCEPT IN CASE OF EMERGENCY OR UPON PRIOR AUTHORITY OF THE CONSIGNOR OR CONSIGNEE. IF FOUND BROKEN OR IF BROKEN FOR EMERGENCY REASONS, APPLY CARRIER SEALS AS SOON AS POSSIBLE AND IMMEDIATELY NOTIFY THE CONSIGNOR AND THE CONSIGNEE", the application of seals/locks and the recording of seal numbers in the block provided on the GBL will not, in themselves, require Exclusive Use of Vehicle.
- 2. A vehicle that is sealed by the consignor but without an "Exclusive Use" or "Do Not Break Seal" annotation on the GBL is

Includes Change through Change Ten

Effective May 1, 2000

#### ITEM 475 (continued)

sealed for base security purposes only and does not constitute a request for Exclusive Use of Vehicle and subsequent charges.

- 3. Vehicles sealed either by consignor or carrier, for carrier convenience, may not be construed as requiring Exclusive Use of Vehicle.
- 4. When a seal is replaced by a carrier for any reason, the carrier must enter the following information on the GBL: replacement seal number; date and time replacement seal was applied; and reason for replacement.

#### ITEM 480 SHORING OF BRIDGE, CULVERT, AND/OR OVERHEAD WIRES (see NOTE)

- 1. Carrier must provide special facilities, equipment, qualified personnel, or permission necessary to raise overhead wires, remove or replace obstructions where required for passage of oversize or overweight shipments and must provide shoring or reinforcing of bridges, culverts, or roadways when necessary to allow safe passage of the shipment or carrier equipment.
- 2. Any delay to carrier equipment caused by the conditions named herein shall be charged at the rate shown in ITEM <u>285</u>, <u>DETENTION: VEHICLE WITH POWER UNITS</u>, without benefit of free time, in addition to other applicable charges.
- 3. At request of the consignor and approval of MTMC, the carrier, acting as agent of the consignor or consignee, will provide the services set forth in Paragraph 1 of this item and will advance all expenses thereof. See ITEM 205, ADVANCING CHARGES. These expenses or charges shall be paid by the consignor and shall be in addition to all other applicable charges. Request for this service shall be annotated in clear and specific language on the GBL.

NOTE: See ITEM 200, ACCESSORIAL SERVICES REQUESTED BY CONSIGNOR/CONSIGNEE.

#### **ITEM 485**

#### **SPLIT DELIVERY (SDL)** (See NOTE)

- 1. At the consignor and/or consignee's request by annotation on the GBL, the carrier agrees to deliver at more than one location within the confines of the same receiving installation or facility.
- 2. For each split delivery provided, exclusive of final delivery, a charge of SDL(1) \\_\_\_\_will apply.
- 3. Split delivery may be required in conjunction with stop-off service.

NOTE: See ITEM 200, ACCESSORIAL SERVICES REQUESTED BY CONSIGNOR/CONSIGNEE.

#### **ITEM 490**

### **SPLIT PICKUP** (SPU) (See NOTE)

- 1. At the consignor's request by annotation on the GBL, the carrier agrees to pick up at more than one location within the confines of the same shipping installation or facility.
- 2. For less-than-truckload shipments, carrier will provide split pickups at no extra cost.
- 3. For each truckload split pickup provided, exclusive of the initial pickup, a charge of SPU(1) \$\_\_\_\_\_ will apply.

NOTE: See ITEM 200, ACCESSORIAL SERVICES REQUESTED BY CONSIGNOR/CONSIGNEE.

Includes Change through Change Ten

Effective May 1, 2000

#### **ITEM 495** (C10)

## STOP-OFF (SOC)

(Applies to TL movements only)

Carriers will provide stop-off in transit service to complete loading or partially unloading, subject to the following conditions and charges:

- a. Conditions.
  - (1) Stop-off service will be accorded only when specifically requested on the GBL by the consignor.
- (2) Shipments may be stopped in transit at not more than five points intermediate between the origin and final destination for the purpose of completing loading and/or partially unloading.
- (3) Stop-off service may be performed at any point or in any region, regardless of whether the carrier performing the service has been designated as a primary or alternate carrier for that point or region.
  - (4) Shipments must not be transferred to other equipment and must be delivered in the sequence cited on the GBL.
- (5) Seals applied at origin will remain intact until reaching first destination. Carrier seals will be applied at stop-off point if Government seals are not available. Seal numbers must be recorded on the Consignee's Receipt for Delivery at Stop-off Unloading Point (DD Form 1371) to be forwarded to final destination. Application of seals does not imply a request for Expedited Service or Exclusive Use of Vehicle.
- (6) When this rule is used, the transit time will be increased as agreed upon by the shipper and the carrier but will not exceed more than one day for each intermediate stop.
  - b. Charges.
    - (1) Line-haul
- (a) When rates are based on weights or gallons, line-haul charges will be based on the total actual weight or gallons or the minimum weight or gallons, whichever is greater, applying from origin to final destination, subject to an excess mileage charge in Par. b(1)(d) below for any out-of-route mileage.
- (b) When rates are based on distance and the mileage through the stop-off point(s) exceeds the direct mileage from origin to destination, the line-haul charges will be based on short-route mileage, determined by use of the governing mileage guide, from point of origin via the stop-of point(s) to final destination.
- (c) When rates are based both on weight, gallons or other unit, and distance, the line-haul charges will be based on the actual weight, gallons or other unit, or minimum weight, gallons or other unit, whichever is greater, and the short-route mileage, determined by the use of the governing mileage guide, from origin via the stop-off point(s) to final destination.
- (d) When line-haul charges are determined under paragraph b(1)(a) above or are quoted per carload, per dromedary, per vehicle used, or per vehicle moved and the short-route mileage from point of origin via the stop-off point(s) exceeds the direct short-route mileage from origin to destination by 105 percent (determined by use of the governing mileage guide), all excess mileage will be subject to an added charge of SOC(1)  $____$  per mile, in addition to all other transportation charges.

(2)	Stop-off. Charge for stop-off service will be SOC(2) \$	_ for each stop, excluding the initial pickup and the
final delivery	, in addition to all other transportation charges.	

Includes Change through Change Ten

Effective May 1, 2000

#### **ITEM 500** (C1)

#### STORAGE (SRG)

- 1. Freight held in carrier's possession by reason of an act or omission of the consignor, consignee or owner, or for customs clearance, or inspection, or for any reason attributed to action by consignor or consignee, will be considered to be stored and will be subject to the following conditions and charges:
- a. The carrier must notify consignor and consignee in writing of the commencement of storage charges for shipments in the possession of the carrier.
- b. Follow-up written notification will be made after the 30th day of storage, and every 30 days afterwards, until the shipment is delivered.

#### 2. Conditions.

- a. Storage charges on freight in carrier's possession awaiting line-haul transportation will begin at 8 a.m. the day after the freight is received by the carrier.
- b. Storage charges on undelivered freight will begin on the first calendar day after notice of arrival is provided to an authorized representative of the consignee and consignor, except that no charges under this item will be made when actual delivery is accomplished within 24 hours after such notice of arrival has been given.
- c. No storage charges will be assessed when delivery cannot be accomplished due to riots, acts of God, the public enemy, the authority of law, the existence of violence or such possible disturbance, as may tend to create reasonable apprehension of danger to persons or property.
- d. Storage charges under this item will end when carrier is advised by the consignor, consignee, owner, or customs official to deliver or transport the freight.
- e. DOD freight cannot be sold by carrier to satisfy storage or other transportation charges nor be placed in a public warehouse.
- 3. Charges. Freight stored in the carrier's possession, until such time as carrier has been notified as specified above, will be subject to the following charges:
- a. Shipments weighing less than 10,000 pounds will be subject to storage charges of SRG(1) \_\_\_\_\_ per day per shipment, subject to a minimum charge of SRG(2) \_\_\_\_ per shipment.
- b. Shipments weighing 10,000 pounds or more will be subject to storage charges of SRG(3) \_\_\_\_\_ per day per shipment, subject to a minimum charge of SRG(4)\_\_\_\_ per shipment.
- c. Charges for storage will be billed and submitted separately, and not included on the bill of lading. Charges for storage will be billed directly to consignor or consignee responsible for charges.
- 4. Storage charges will not apply on astray and/or damaged freight.

Includes Change through Change Ten

#### **ITEM 505**

# SURVEYING ROUTES (SRS) (Applicable only on specialized equipment)

When because of the unusual size or weight of a shipment, a survey of the route is required for the safety of the shipment, carrier will notify the consignor. Upon consignor's written authorization and approval of HQMTMC, the carrier will furnish an employee(s) or agent(s) and vehicle or vehicles to perform the survey service at a charge of SRS(1) \$\_\_\_\_\_ per mile per vehicle, subject to a minimum charge of SRS(2) \$\_\_\_\_\_ for each survey vehicle furnished and a charge of SRS(3) \$\_\_\_\_\_ per mile per person, subject to a minimum charge of SRS(4) \$\_\_\_\_\_ for each person furnished. Charges are to be assessed on the basis of the one-way mileage applicable via the route followed by the survey vehicle(s). If consignor refuses to agree to the survey, carrier will not be obligated to perform the transportation.

Word "survey" means the dispatching of an employee(s) or agent(s) of the carrier, along with a vehicle or vehicles of the carrier to ascertain the route over which a shipment can or may be transported.

#### **ITEM 510**

#### **TENDER ERRORS**

Tenders which MTMC inadvertently accepted and distributed but later found to be in error or not in compliance either with DOD tender filing instructions or with the applicable MTMC rules publication will be subject to immediate removal. MTMC will notify the issuing carrier of the action taken.

#### **ITEM 515** (C10)

#### **TENDER SUBMISSION** (see NOTE)

1. Carriers participating in the rules herein must submit two original signed copies of their tenders or supplements. Carriers must submit the tenders or supplements, completed in accordance with preparation instructions in individual solicitations, to the address below by the date and time indicated:

Headquarters, Military Traffic Management Command ATTN: MTOP-JG Hoffman II Building 200 Stovall Street Alexandria, VA 22332-5000

File: (FILE NAME/NUMBER)

- 2. Any tender subject to the rules herein received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless the Government determines that the late receipt was due solely to mishandling by the Government after receipt.
- 3. Any modification or withdrawal of GT tender, once submitted, is subject to the same conditions as indicated in paragraph 2 above, except that withdrawal of tenders by telegram or by facsimile (if promptly confirmed by signed letter) is authorized. Tender may also be withdrawn in person by a carrier or by the carrier agent with proper identification prior to the exact time set for receipt of tenders as established in the solicitation. The carrier must provide the Government with a time-dated receipt for the withdrawn tender and/or modification.

NOTE: See ITEM 30, CARRIER PERFORMANCE, para e, Withdrawal by Primary Carrier

Includes Change through Change Ten

Effective May 1, 2000

#### **ITEM 520**

#### TRACING AND SHIPMENT STATUS

- 1. Carriers having electronic data interchange (EDI) capability must be able to provide the consignor a daily tracing and shipment status report by GBL/CBL/TCN number in the approved ANSI EDI format. The carrier EDI shipment status system must also be capable of accepting multiple shipment status inquiries at the same time and be accessible by the consignor using a modem 24 hours a day, 7 days a week.
- 2. Carriers not having EDI capability must be able to provide the consignor a tracing and shipment status report telephonically within 2 hours of consignor request.

#### **ITEM 525 (C10)**

#### TRIP LEASING OF EQUIPMENT

- 1. Only carriers approved by MTMC will be able to trip lease equipment to transport DOD freight.
- 2. Carriers desiring to trip lease will do so only with other DOD-approved carriers. The trip-leasing requirements of CFR, Title 49, 1057 will be followed, as applicable. Failure to comply with the regulatory requirements can result in non-use or disqualification by MTMC. Questions about other DOD-approved motor carriers should be directed to the affected consignor or to HQMTMC, ATTN: MTOP-JG.
- 3. Trip-leased commercial vehicles will not be used to transport DOD shipments requiring a transportation protective service named in Section 2 of this publication.
- 4. The lease contract must be in writing and cannot be canceled on less than 30 days' advance notice.

#### ITEM 530 (C1)

#### VEHICLE FURNISHED BUT NOT USED (VFN)

- 1. When a carrier, upon consignor's request, furnishes a vehicle to load a shipment and through no fault of the carrier the consignor cancels loading of the vehicle, the carrier will be entitled to a charge of VFN(1) \$\_\_\_\_\_ per mile for each vehicle furnished and not used, from point of dispatch to the scheduled loading point, or the line-haul transportation charge applicable from the scheduled loading point to the scheduled destination (whichever is lower). If the mileage charge produces the lower charge, carrier will identify the point of dispatch and applicable SPLC code number.
- 2. In lieu of the charges in paragraph 1 above, a flat charge of VFN(2) \$\_\_\_\_\_ for each vehicle furnished and not used may be assessed. This flat charge may not exceed the line-haul transportation charges applicable from the scheduled loading point to scheduled destination.
- 3. These charges will not apply when the consignor rejects a vehicle upon inspection as unfit for the required transportation or when the carrier receives the notice of cancellation prior to actual dispatch of vehicle from carrier terminal.
- 4. Claim for collection of charges under this item shall be supported by consignor's certification of cancellation.
- 5. When a carrier vehicle is inbound with a loaded trailer which is scheduled for outbound loading from the same installation and consignor cancels loading of the vehicle, no charge will be assessed under paragraph 1 or 2.

NOTE: See ITEM 245, CARRIER EQUIPMENT.

Includes Change through Change Ten

Effective May 1, 2000

ITEM <u>535</u> WEIGHTS

Transportation charges for shipments moving on weight-based rates will be computed on actual gross weights, including the weight of pallets, platform, or skids.

Includes Change through Change Ten

#### **SECTION 4**

#### **SPECIAL RULES**

#### **PART A**

# RULES GOVERNING DEFENSE PERSONNEL SUPPORT CENTER SHIPMENTS OF PERISHABLE SUBSISTENCE

For Explanation of Abbreviations, Definitions, and Reference Marks

See SECTION 5.

Includes Changes through Change Ten

Effective May 1, 2000

#### ITEM 600 (C1)

#### **CARRIER EQUIPMENT** (see NOTE)

- 1. Carrier agrees to provide 40 foot or greater refrigerated van equipment, along with dividers for mixed loads and temperature control. Dividers for mixed loads and various temperatures need a temperature-controlled curtain, (plastic curtain), to separate the mixed loads.
- 2. Truck and trailer bodies shall be completely tight when the doors are closed.
- 3. Permanent built-in type floor racks or removable floor racks must provide a minimum of one (1) inch space under the load for proper air circulation.
- 4. Adequate facilities are required for cleaning the interior of truck and trailer bodies by steam or other equally effective means.
- 5. Carriers that do not possess this type of equipment can meet the service requirement through purchases or lease arrangements.
- 6. Carriers submitting rate tenders will attach a complete listing of the equipment which they intend to utilize in this service, whether owned or leased.
- 7. To accommodate the inspection, equipment will be available, ready for loading at the loading dock for inspection ten (10) minutes prior to scheduled loading time. Equipment deficiencies will be corrected or satisfactory replacement equipment provided within one hour after carrier was notified.
- 8. Carrier agrees to transport shipment from origin to final destination in the same vehicle or railcar, except in circumstance beyond carrier control. In the event the equipment has to be changed or railcar, the carrier will notify the appropriate Defense Subsistence Office (DSO) immediately.

NOTE: See ITEMS 30, 350, 625, and 630 regarding liability and service standards.

#### **ITEM 605**

#### **COMMODITY DESCRIPTION** (see NOTE)

1. Perishable Subsistence requiring temperature control has the DOD Unique Commodity Numbers:

MOTOR/OTHER RAIL 999935 U99935

It includes the following:

- a. Foodstuff, Frozen, NOI/NOIBN
- b. Foodstuff, Chilled, NOI/NOIBN
- c. Foodstuff, Fresh, NOI/NOIBN

Includes Changes through Change Ten

Effective May 1, 2000

#### ITEM 605 (continued)

- 2. Carrier agrees to accept and transport the entire range of perishable subsistence, fresh, frozen, or chilled, either in straight or mixed loads in the same vehicle or railcar. Carrier may include in the same vehicle or railcar other freight, except as provided in ITEM 310, EXCLUSIVE USE OF VEHICLE, provided it will not contaminate or affect the foodstuff shipped.
- 3. Carrier agrees to use only properly insulated, thermostatically temperature-controlled equipment, capable of meeting the refrigeration and product segregation minimum standards established herein. Carrier agrees to transport shipment from origin to final destination in the same vehicle or railcar, except in circumstances beyond carrier control. In the event the equipment has to be changed or railcar, the carrier will notify the appropriate Defense Subsistence Office (DSO) immediately.

NOTE: See ITEM 350, CARGO LIABILITY OF CARRIER

#### **ITEM 610**

#### LOADING/UNLOADING

- 1. Warehouse contractor will palletize and stretch-wrap the shipment. After obtaining permission from the carrier representative, the contractor shall board the carrier equipment, using material handling equipment to load the palletized subsistence. Use of pallets will be by agreement between the carrier and the Government; the carrier will use its own pallets or make arrangements with the warehouse. Use or non-use of pallets does not relieve the carrier of the responsibility for any shortages and/or damages to the product or in meeting its obligations under the delivery schedule. Palletized shipments of perishable subsistence foodstuff will be loaded by the shipper or warehouse personnel on carrier equipment under the surveillance of the carrier representative.
- 2. Shipper will load loose pieces of freight (unpalletized) to promote heavier loading of trucks. This action is also necessary to top load product to preclude leaving freight at the warehouse or to balance the load as required.
- 3. Shipments will be transported under shipper load, shipper count, and seal. Shipper seals will be applied. Carrier representative must be available on the dock during loading and is responsible for the correct count during loading.

### **ITEM 615**

#### PROTECTION FROM HEAT/COLD

- 1. At consignor's request, carrier agrees to provide protection from heat and/or cold at no additional charge.
- 2. Carrier will furnish complete refrigeration or heating, including snow/ice for proper protection of those types of vegetables requiring such protection and proper preheating or precooling of equipment when required.
- 3. When necessary to load mixed shipments of frozen, fresh, or chilled foodstuff in the same unit, trailer, or railcar, adequate refrigeration for both types of product will be provided.
- 4. Any additional supplies or equipment necessary to separate or protect mixed shipments will be furnished by carrier and at carrier expense.
- 5. Carrier assumes responsibility for the delivery of the foodstuff free from defect, decay, or damage and otherwise in good condition.

Includes Changes through Change Ten

Effective May 1, 2000

#### ITEM 615 (continued)

- 6. Carrier equipment for straight loads of chilled products will be required to be precooled or preheated to a minimum temperature of 40 degrees F. and a maximum temperature of 50 degrees F. and shall be capable of maintaining temperatures within that range to destination.
- 7. Carrier equipment for straight loads of frozen products will be precooled 10 degrees F. or lower before loading and capable of maintaining 0 degrees F. or lower to destination. Product should be loaded in carrier equipment as promptly as possible to minimize product temperature rise. At destination, the product shall be hard frozen with no signs of defrosting, and temperature of the product shall not be above 0 degrees F.
- 8. Carrier equipment for mixed loads of frozen and chilled products will be required to be precooled or preheated to a minimum of 40 degrees F. and a maximum of 50 degrees F. and shall be capable of maintaining the chilled portion of the load temperatures within that range to destination. Frozen products in the load shall be completely segregated by effective measures which will prevent damage to the other products in the load by installing effective insulating barrier(s) at the time of loading. Frozen products shall be hard frozen at destination with no signs of defrosting, and the temperature of the product shall not be above 20 degrees F.

#### **ITEM 620**

#### **RATE INCREASE** (see NOTE)

- 1. If during the period of a GT tender, the governing regulatory authority grants to the carrier, carrier bureaus, or associations a general rate increase on the same commodity and the shipment named in a GT tender, HQMTMC will consider a carrier request for rate increases not to exceed those approved by the regulatory authority. Carriers electing to exercise the escalation clause option should recognize that the Government reserves the right to use the lowest cost carrier, notwithstanding the initial selection of primary and/or alternate carriers.
- 2. GT tender may be amended (including rate increases authorized under this item) by the carrier(s) on written advance notice of not less than thirty calendar days. Cancellation or amendments may be made upon shorter notice by mutual agreement between the Government and the carrier(s) concerned.

NOTE: This item will not apply to Nationwide Surplus Butter and Cheese tenders.

#### **ITEM 625**

# <u>SATISFACTORY SERVICE STANDARDS</u> (see NOTE) (Perishable Subsistence Shipments only)

1. Carrier must be responsible and qualified to comply with Government specific service requirements, which include equipment, handling, loading, unloading, stacking and transporting frozen, fresh, or chilled foodstuffs in straight or mixed load in one vehicle or railcar under single or dual temperature controlled conditions and protect products to assure arrival at destination in good condition, in accordance with criteria published herein.

Includes Changes through Change Ten

#### ITEM 625 (continued)

- 2. Carriers awarded traffic under DPSC GT agreements subject to this rules publication will be required to:
  - a. Meet transit times to each destination (as shown in the individual rate tenders) 100 percent of the time.
  - b. Respond to shipper movement requirements within one hour from time of request for service.
  - c. Meet the required delivery dates of shipments moving under Expedited Service 100 percent of the time.
- d. Carrier will pick up and deliver in accordance with schedule outlined in Delivery Schedule (DPSC Form 3919) (Nov 76). This schedule is subject to change upon reasonable written advance notice to the carrier, for example pickup or delivery on Saturday, Sunday, or holiday or on normal business days before or after normal business hours of the consignor or consignee.
- e. The carrier must exercise every reasonable precaution in loading, stowing, and handling each commodity to ensure the safe and proper transportation under normal conditions in proper equipment.

NOTE: See ITEM 30, CARRIER PERFORMANCE, par g, Service Standards.

# ITEM 630 SATISFACTORY SERVICE STANDARDS FOR TRAILER-ON-FLATCAR (TOFC) SERVICE

To assist interested rail carriers in determining whether or not their TOFC service is feasible in second destination hauling of perishable subsistence, the following is a list of service requirements essential for effective perishable subsistence operations:

Rail carriers will indicate whether they can or cannot meet and/or comply with the following:

	INDICATE	
	<u>YES</u>	<u>NO</u>
1. MEET SCHEDULED TIME AND DATE FOR PICKUP AND DELIVERY AT DESTINATION.		
2. EFFECT SPLIT PICKUPS AT ORIGIN AND/OR SPLIT DELIVERIES AT DESTINATION.		
3. ON COMBINATION LOADS, CARRIER AGREES TO STOP-OFF AT INSTALLATIONS LOCATED		
AT INTERMEDIATE POINTS, TO PARTIALLY UNLOAD.		
(NOTE: Where installations are on the line of another carrier, joint rate tenders must be submitted).		
4. FURNISH TRAILER SERVICE AS REQUIRED.		
4. I ORRIGHT HE MEEK OEK VICE IN REQUIRED.		
5. USE ONLY PROPERLY INSULATED AND THERMOSTATICALLY TEMPERATURE-CONTROLLED		
REFRIGERATED EQUIPMENT, CAPABLE OF PROVIDING AND MAINTAINING AN EVEN		
TEMPERATURE DISTRIBUTION.		
6. MIX FRESH AND FROZEN PRODUCTS IN THE SAME UNIT OR TRAILER AS OUTLINED AND		
PROVIDE ADEQUATE REFRIGERATION FOR BOTH PRODUCTS.		
7. ENGAGE IN A PALLET EXCHANGE PROGRAM.		

Includes Changes through Change Ten

Effective May 1, 2000

#### **ITEM** <u>635</u>

### SHIPMENT HOLDOVER (SAS/SHH/SHW)

1. Weekdays (SHW)

Shipment holdover at night (Monday night, Tuesday night, Wednesday night, Thursday night, excluding holidays) during the week for delivery the next day when requested by the shipper for the convenience of the consignee except those shipments already showing next-day delivery in Delivery Schedule 3919. Bill of lading must be annotated by the Defense Subsistence Office (DSO) as follows:
"Holdover authorized on <u>(day)</u> night, <u>(date)</u> ."
Applicable charge for this service is SHW(1) \$ per vehicle or railcar used per day.
2. Weekends (SAS)
Friday pickups may be held over for Monday morning delivery when requested by the shipper for the convenience of the consignee. Bill of lading must be annotated by the DSO as follows:
"Holdover authorized on Saturday, (date) and Sunday,"
Applicable charge for this service for two days is SAS(1) \$ per vehicle or railcar used, with total maximum charge of SAS(2) \$ per weekend.
3. Holidays (SHH)
Shipments may be held over on holidays for delivery the following normal workday morning when requested by the shipper for the convenience of the consignee. Bill of lading must be annotated by the DSO as follows:

"Holdover authorized on <u>(holiday)</u>, <u>(date)</u>."

Applicable charge for this service is SHH(1) \$\_\_\_\_\_ per vehicle or railcar used per holiday.

Includes Changes through Change Ten

### **SECTION 4**

#### **SPECIAL RULES**

#### **PART B**

# RULES GOVERNING BULK PETROLEUM PRODUCT SHIPMENTS BY RAIL AND MOTOR CARRIERS

For Explanation of Abbreviations, Definitions, and Reference Marks

See SECTION 5.

Includes Change through Change Ten

#### **ITEM 700**

#### ADVANCED LOADING SERVICE (ADL)

When requested by consignor/consignee, and annotated on the bill of lading, the vehicle(s) will be held in carrier possession after completion of loading, at a place other than point of pickup/delivery, and not dispatched for immediate line-haul transportation, the following conditions and charges will apply:

- a. Computation of time will commence when the loaded vehicle arrives at the location where it is to be held and will continue until such time as the loaded vehicle is released by consignor/consignee for line-haul transportation.
  - b. Each loaded vehicle will be allowed 12 hours of free time.
- c. Each vehicle in carrier's possession after the expiration of free time will be subject to a charge of ADL(1) \$\_\_\_\_\_ per 24-hour period, or fraction thereof, until released.
- d. If in the performance of the ADL, the carrier is required to travel any miles in excess of the miles which would have been traveled if carrier vehicle had proceeded immediately from loading point to destination, each excess mile will be subject to a charge of ADL(2) \$\_\_\_\_\_ per mile. Excess miles will be the difference between the short route mileage from point of loading to point of unloading, versus the short route mileage from point of loading to carrier's holding point, plus the short route mileage from holding point to point of unloading. When the holding point is within the same origin or destination specific 9-digit SPLC area, excess mileage charge will not apply. All mileage will be determined according to the governing mileage guide.
- e. Charges determined under this item will be in addition to all other applicable charges. Vehicles held in carrier possession after completion of loading for Advanced Loading Service will not be subject to storage charges in ITEM 500, or detention of vehicle provision in ITEM 840.

#### **ITEM 705**

#### CLEANING (CLN)

When the U.S. Government, for its own convenience and through no fault of the carrier, requests additional cleaning service, the charge will be CLN(1) \$\_\_\_\_\_ per vehicle unit cleaned. Provision applies when the consignor annotates the bill of lading: "Additional Cleaning Requested."

Includes Change through Change Ten

#### ITEM 710 COMMODITY DESCRIPTION - DOD UNIQUE CODES) (see NOTE)

All volume minimums will be stated in gallons only.

COMMODITY DESCRIPTION	MOTOR/OTHER	RAIL
Gasoline/gasohol, automotive	999930 Sub 01	U99930 Sub 01
Gasoline, aviation	999930 Sub 02	U99930 Sub 02
Kerosene	999930 Sub 03	U99930 Sub 03
Turbine fuel, aviation, other than JPTS or JP-4, 5, 7, 8, 10	999930 Sub 04	U99930 Sub 04
Diesel fuel	999930 Sub 05	U99930 Sub 05
Fuel oil, burner	999930 Sub 06	U99930 Sub 06
Lubricating oil	999930 Sub 07	U99930 Sub 07
Turbine fuel, aviation, JP-4	999930 Sub 08	U99930 Sub 08
Turbine fuel, aviation, JP-5	999930 Sub 09	U99930 Sub 09
Turbine fuel, aviation, JP-7	999930 Sub 10	U99930 Sub 10
Turbine fuel, aviation, JP-8	999930 Sub 11	U99930 Sub 11
Turbine fuel, aviation, JP-10	999930 Sub 12	U99930 Sub 12
Turbine fuel, aviation, JPTS	999930 Sub 13	U99930 Sub 13

NOTE: See ITEM 350, LIABILITY OF CARRIER

#### ITEM 715 (C10)

#### **COMPUTATION OF FREIGHT CHARGES**

- 1. Except as provided in paragraph 2, freight charges in DOD tenders governed by this publication will be the greater of:
- a. The amount computed by multiplying the carrier's rate by the minimum gallonage stated in the carrier's applicable tender, or
- b. The amount computed by multiplying the carrier's rate by the temperature-corrected gallonage placed in the vehicle at the time of loading. Temperature-corrected gallonage is defined as the volume correction to gallons at 60 degrees Fahrenheit (sometimes referred to as ``net volume") and will be determined by the loading facility through either the use of temperature-compensating meters or by manual conversion in accordance with the appropriate tables in the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS)."
- 2. Exception: See ITEM 740, MINIMUM GALLONS/LOADS.

Includes Change through Change Ten

ITEM 720 <u>DELIVERY</u>

Delivery at destination must be made on the same day that tank trailers are loaded. If, because of unforeseen circumstances, carriers are unable to effect delivery, they must immediately notify the appropriate shipper, the appropriate Defense Fuel Region (DFR) office, **or** the HQ Defense Fuel Supply Center, Command and Control Center (C&CC):

Defense Fuel Region Transportation Offices	Telephone
DFR-Central (St. Louis, MO)	314-260-8790
DFR-Northeast (Ft. Dix, NJ)	609-562-2074
DFR-South (Houston, TX)	713-750-1883
DFR-West (San Pedro, CA)	310-335-3090
HQ DFSC, C&CC (Ft. Belvoir, VA)	703-767-8420

#### **ITEM 725 (C9) DETENTION: VEHICLE WITH POWER UNIT (DEB) (See NOTES 1 and 2)**

(Bulk Petroleum Product Shipments only)

- 1. Consignor will schedule equipment for loading 24 hours in advance, when practical. Loading/unloading will be performed according to the consignor and consignee schedules. Any carrier deviation from the schedule, such as presenting more trailers to load/unload than the consignor or consignee can accommodate, will be considered an operational convenience of the carrier and not subject to any detention charge.
- 2. Carriers will allow the free time period of two (2) hours to load/unload commodities in bulk. Free time shall begin from the time carrier employee notifies a responsible representative of the consignor or consignee that the vehicle is available and ready for loading/unloading, when it is within the consignor's or consignee's normal operating hours, or acceptance hours, as annotated on the bill of lading. The computation of time is to be made within the normal business (shipping) day at the designated premises at the place of pickup/delivery, except if a carrier or its representative is permitted to work beyond this period, that working time shall also be included. When loading/unloading is not completed at the end of the day, time will be resumed at the beginning of the next work day, or when work the next day is actually begun by the carrier or its representative, if earlier.
- 3. When carrier vehicle with Power Unit (tractor-trailer combination) is delayed or detained for loading/unloading on the premises of consignor, consignee, or other premises approved by them, and the delay or detainment is attributable to the consignor or consignee, the shipment being loaded/unloaded will be subject to a charge of DEB(1) \$\_\_\_\_\_\_ for each hour, or fraction thereof, that the vehicle is delayed beyond the allowable free time, until released by the consignor or consignee. Detention charges provided herein will be assessed during normal business hours only.
- 4. This rule will also apply when consignor or consignee requires that the tractor be disconnected from the tank trailer during loading/unloading and parked elsewhere on the consignor's or consignee's premises; or when consignor or consignee directs that the tank trailer be left overnight and the tractor be parked overnight and the tractor be parked at other then consignor's or consignee's premises.
- NOTE 1: See ITEM 200, ACCESSORIAL SERVICES REQUESTED BY CONSIGNOR/CONSIGNEE.

NOTE 2: Not applicable to vehicles held under Advance Loading Service.

Includes Change through Change Ten

Effective May 1, 2000

#### **ITEM 730**

#### HOSE (EDD/EDO/HOS/HOX)

- 1. When extra hose (other than Chem-Solv, Stainless Steel, Teflon (fluorocarbon), or Vitron (fluoroelastomer)) is required or requested by consignor to effect either pickup and/or delivery of a single shipment, carrier will provide either two- or three-inch hose (not both), inside diameter, if available, subject to the following conditions and charges:
  - a. Footage of extra hose will be computed as follows:
    - (1) The distance from the consignor's discharge point to carrier vehicle intake point exceeding 36 feet, or
- (2) The distance from the point of discharge of the carrier vehicle to consignee's intake point exceeding 36 feet, whichever is greater.
  - b. All extra footage of hose described in paragraph 1 above, when provided, will be subject to the following charges:

    HOS(1) \$\_\_\_\_\_ per foot, subject to a minimum charge of HOS(2) \$\_\_\_\_.
- 2. All footage of Chem-Solv, Stainless Steel, Teflon (fluorocarbon), or Vitron (fluoroelastomer) hose required or requested by consignor and/or consignee to effect either pickup and/or delivery of a single shipment, either 2- or 3-inch hose (not both), inside diameter, will be provided, if available, subject to the following conditions and charges:
  - a. Footage requirements will be computed as follows:
    - (1) The distance from the consignor's discharge point to carrier vehicle intake point, or
    - (2) The distance from the point of discharge of carrier vehicle to consignee's intake point, whichever is greater.
- b. Charges. All footage of hose described in paragraph 2 above, when provided, whether used or not, will be subject to the following charges:
  - HOX(1) \$\_\_\_\_ per foot, subject to a minimum charge of HOX(2) \$\_\_\_\_.
- 3. When it is necessary for the carrier to dispatch a service truck either to origin or destination in order to provide extra hose, the following additional charges will apply:
- a. EDO(1) \$\_\_\_\_\_ per mile, or fraction thereof, from the terminal to origin and return to the terminal, subject to a minimum charge of EDO(2) \$\_\_\_\_.
- b. EDD(1) \$\_\_\_\_\_ per mile, or fraction thereof, from the terminal to destination and return to the terminal, subject to a minimum charge of EDD(2) \$\_\_\_\_.
  - c. In addition, carrier will annotate GBL with origin and destination SPLC to verify mileage.
- d. Driver of the service truck will, if requested by the consignor or consignee, assist in stringing, connecting, disconnecting, and picking up the hose.
- 4. Mileage will be determined according to the governing mileage guide.

Includes Change through Change Ten

#### **ITEM 735**

#### **LOADING/UNLOADING**

Consignor will load; consignee will unload. Upon request, carrier will assist consignor and consignee to load/unload, at no additional cost.

#### **ITEM 740**

#### MINIMUM GALLONS/LOADS

- 1. Except as provided in paragraph 4 below, if carrier is unable to furnish a vehicle of the size and type requested by the consignor and the vehicle furnished is of such size that when loaded to capacity the total gallons loaded is less than the minimum gallons stated in the carrier tender, the minimum shall be the actual number of gallons loaded, but not less than the capacity of the vehicle furnished.
- 2. When, at consignor's request, the quantity transported is less than the minimum gallons stated in carrier tender, the minimum shall apply, regardless of the capacity of the vehicle furnished.
- 3. When Federal, State, or Municipal laws, except regulations and/or specifications of New York City Fire Department, limit gross weight of the vehicle to prohibit the loading of the minimum gallons stated in the carrier tender, the minimum which will apply shall be the number of gallons which can be legally loaded under such laws.
- 4. When carrier, for its convenience, furnishes a vehicle of greater capacity or type than the consignor ordered or required, the minimum gallons stated in the carrier tender will apply, regardless of the capacity or type of vehicle furnished.

#### **ITEM 745**

#### PICKUP/DELIVERY ON SATURDAY, SUNDAY, HOLIDAYS, OR BEFORE OR AFTER NORMAL BUSINESS HOURS

During the award period, pickup/delivery service may be required on Saturday, Sunday, a holiday, or before or after normal business hours. When service is required at these times, it will be provided at no additional charge.

#### **ITEM 750**

#### PUMPING SERVICE (PAJ)

Except as otherwise provided herein, the rates in carrier tenders are applicable only when pumping is performed by the consignor and consignee. If carrier is required to perform the pumping service unassisted by consignor or consignee, a pumping equipment charge of PAJ(1) \$\_\_\_\_\_ per gallon will apply, subject to a minimum charge of PAJ(2) \$\_\_\_\_\_.

- a. Charges will be based on actual gallons pumped.
- b. Consignor and/or consignee requesting the pumping service shall provide certification that the service was performed.

#### **ITEM 755**

#### SATISFACTORY SERVICE STANDARDS

Tank truck carrier will provide the following in accordance with the GT solicitation tender:

- a. Tank trailer at destination with seals intact.
- b. Delivery on time 100 percent of the time.

Includes Change through Change Ten

Effective May 1, 2000

#### **ITEM 760**

#### **SEALING TANK VEHICLES**

Consignor shall have the right to apply locks and/or numbered seals to all loading hatches and valves on carrier, to protect the integrity of the shipment, and record the numbers of the locks and/or seals in the block provided on the GBL, without charge.

#### **ITEM 765**

#### **UNSATISFACTORY SERVICE**

A carrier's unsatisfactory performance will be handled in the following manner:

- a. The first service failure will result in written notification from the consignor, usually, a Defense Fuel Region (DFR) Office.
- b. The second service failure may result in the consignor removing the carrier from the movement based on the best interest of the Government. The DFR Transportation Officer will facsimile a copy of the proposed carrier removal letter and all supporting information to: HQ DFSC-FL, at (703) 767-8331. DFSC-FL ((703) 767-8298) will review the documentation and provide an appropriate response to the DFR (concur/nonconcur) with the removal.
- c. Once a carrier submits an offer under the terms of the solicitation and then decides to withdraw, <u>ITEM</u> <u>30</u>, par e, Withdrawal By Primary Carrier, applies.

#### ITEM 770 (C1)

#### WATERFRONT DELIVERY (WDS)

- 1. When a carrier makes deliveries to ships, boats, or crafts, a charge of WDS(1) \$\_\_\_\_\_ per hour or fraction thereof, subject to a minimum of WDS(2) hours, will be assessed, in addition to all other legal charges.
- 2. Time for computing hourly charges will commence when the driver advises a responsible representative of the consignee at the delivery site that the vehicle is available for unloading. Time will cease when the driver completes the delivery and is released by the consignee. Multiple deliveries within the same DOD installation or port terminal will be considered as one delivery. Time for computing charges will commence as above and will cease when the driver completes the last delivery of the day and is released by the consignee. All chargeable hours will be annotated on the GBL by the consignee.

#### **ITEM 775**

#### **WEIGHTS**

(Bulk Petroleum Product Shipments only)

The carrier must inform the consignor of the weight limitations imposed by any state or municipality through which the shipment will be transported from origin to final destination and to assure that the weight of the lading on any vehicle loaded by or for the Government does not exceed these limitations.

Includes Change through Change Ten

Effective May 1, 2000

#### **SECTION 4**

#### **SPECIAL RULES**

#### **PART C**

### RULES FOR PRIVATELY OWNED VEHICLE (POV) SHIPMENTS

For Explanation of Abbreviations, Definitions, and Reference Marks

See SECTION 5.

Provisions named in this section take a precedence over similar provision named in other sections of this publication

Includes Changes through Change Ten

Effective May 1, 2000

**ITEM 800** 

#### APPLICATION

- 1. Rates named in tenders governed by this publication apply for the movement of POVs as follows:
  - a. Movements of 4-wheeled vehicles.
- b. Two 2-wheeled vehicles (motorcycles) at one-half the per vehicle rate applicable for the total number of 4-wheeled vehicles in the shipment.
  - c. Include the transportation of oil, water, fuel, and antifreeze necessary for the operation of each vehicle.
- d. Include the transportation of personal comfort and vehicular items, such as child car seats, cribs, vehicle tools, and spare tires.
- 2. Shipments of four vehicles or less may be tendered to alternate means of carriage (flatbed trailer, etc.) if shipment cost is less.
- 3. Carrier will not be liable for damage to motor vehicles that is caused by leaking brake fluids, lubricants, battery acids, antifreeze solutions, or fuel from other motor vehicles being transported, or because of freezing radiators or batteries.
- 4. During the season when cooling systems require protection from freezing, the protection must be furnished by and at the expense of the shipper.

**ITEM 805** 

#### **DEFINITIONS**

**SHIPMENT** - One or more POVs tendered for transportation by one shipper at one point on one day, on one bill of lading, for delivery to one consignee at one destination.

**TRUCKLOAD** - Shipment of eight (8) or more POVs.

<u>CARLOAD</u> - Shipment of ten (10) or more POVs by bi-level railcar, fifteen (15) or more POVs by tri-level railcar.

Includes Changes through Change Ten

#### **ITEM 810**

#### **ACCIDENT AND DELAY NOTIFICATION**

- 1. When a delay will result in the carrier not meeting the required transit times specified in ITEM <u>885</u>, the delay(s) will be reported by the carrier to the consignee by telephone, as soon as known, except when delay occurs at other than during normal business hours of the consignee, then on the next consignee workday. Carrier will confirm the delay to the consignee by facsimile within 24 hours of the delay. Both reports will include the name of the carrier, the origin of the shipment, date of pickup, destination of the shipment, GBL number, nature of delay, and estimated time shipment will be delivered.
- 2. If the carrier is involved in an accident whereby POVs tendered to the carrier are damaged, the carrier will be responsible for doing the following:
- a. Notify the consignee by telephone as soon as possible after the accident, except when accident occurs at other than during normal business hours of the consignee, then on the next workday. Information to be reported to the consignee will include the name of the carrier, the origin of the shipment, date of pickup, destination of the shipment, GBL number, location of the accident, cause of the accident, how many POVs are in the shipment, how many POVs are damaged, extent of the damage to each POV, and estimated date shipment will be delivered.
- b. Provide the consignee facsimile copies of the GBL, and DD Form 788 for each damaged POV, within two (2) consignee workdays of the accident.
- c. Provide the consignee and HQMTMC, ATTN: MTOP-O, complete details of the accident to include information stated in paragraph 2a. within three (3) workdays of the accident.
- d. Provide the consignee and HQMTMC, ATTN: MTOP-O, a letter with original signature within 10 consignee workdays of the accident stating the information in paragraph 2c. and the insurance adjuster's estimate of damages. Insurance adjuster's estimate of damages must show for each damaged POV the vehicle owner's name, rank, Social Security Number, year/make/model of POV, and the dollar amount of estimated damages or whether a total loss.
  - e. Provide the consignee and HQMTMC, ATTN: MTOP-O, a copy of the police report of the accident as soon as feasible.

#### **ITEM 815**

#### **BONDED VEHICLES** (PVB)

- 1. Bonded vehicles will be tendered only to carriers that the U.S. Customs Service authorized to transport those vehicles, regardless of carrier ranking. Shipments will be tendered in volumes sufficient to receive the lowest possible charge and may consist of non-bonded vehicles.
- 2. When carriers prepare shipping documents required by the U.S. Customs Service for inland movement, a charge of PVB(1) \$\_\_\_\_\_ per truckload will be assessed.

Includes Changes through Change Ten

Effective May 1, 2000

#### **ITEM 820**

#### **CARRIER EQUIPMENT**

- 1. Car carrier equipment must be capable of transporting at least eight privately owned vehicles (POVs) at one time. Equipment must have mud flaps either on the rear of the tractor or on the front of the trailer, and have drip pans on the upper decks that are capable of preventing POV fluids from dripping onto the lower deck.
- 2. Rail carrier will provide car carrier equipment as stated in paragraph 1. above for pickup at origin vehicle processing center (VPC) and delivery at destination VPC. Line haul will be accomplished by bi-level/tri-level railcars.
- 3. Carrier is responsible to ensure that its equipment is safe and operable.

#### **ITEM 825**

#### CONSOLIDATION OF LESS THAN EIGHT VEHICLES

When less than truckload or less than carload shipments are tendered to the carrier on the same day on one GBL, the vehicles may be consolidated with other vehicles not moving under the provisions of this publication on the same conveyance, subject to the following conditions:

- a. The line-haul charge will be determined by the total number of vehicles transported on the same conveyance.
- b. Carrier will inform the shipper at the time it receives the notification for pickup of the total number of vehicles to be transported on the same conveyance for billing purposes. The carrier will include a statement to this effect on its facsimile acceptance (Item 875, PICKUP AND DELIVERY, paragraph 1a.) to the shipper.
  - c. The shipper will place a notation on the bill of lading to the effect: "Carrier agrees to assess (number) vehicle rate."

### **ITEM 830**

#### **CONTRACTOR MOVEMENTS**

The DOD reserves the right to divert all movements made under tenders governed by this publication, on not less than 30 days' notice, to its contractor for movement to and from foreign points without penalty.

#### **ITEM 835**

#### **DAMAGES**

Damages to POVs while in carrier possession must not exceed 4 percent of the total number of POVs tendered to a carrier in the same traffic lane during a calendar quarter. Damages in excess of 4 percent in a calendar quarter will be considered unsatisfactory service.

Includes Changes through Change Ten

Effective May 1, 2000

Includes Changes through Change Ten

Effective May 1, 2000

#### **ITEM 840**

#### **DETENTION** (PVD) (see NOTE)

- 1. Free time of four hours will be allowed at origin, destination, and stop-off points. After the expiration of free time, a detention charge of PVD(1) \$\_\_\_\_\_ will be assessed for the first 60 minutes or fraction thereof, and a charge of PVD(2) \$\_\_\_\_\_ will be assessed for each additional 30 minute period or fraction thereof.
- 2. Free time for loading will begin when carrier employee or agent notifies a responsible employee of the consignor that carrier equipment is available for loading. Free time for unloading will begin when carrier employee or agent notifies a responsible employee of the consignee that POVs have been off-loaded from carrier equipment and are ready for inspection.
- 3. Time chargeable to detention for loading will end when carrier employee is directed to begin loading POVs onto carrier equipment. Time chargeable to detention for unloading will end when the joint inspection of POVs is completed.
- 4. When arrangements have been made between the carrier and consignor/consignee for scheduled loading/unloading, and the carrier equipment arrives prior to the scheduled time, free time will begin as follows:
- a. LOADING from the scheduled time or from the start of the inspection of carrier equipment or the start of the joint inspection of POVs, whichever is earlier.
  - b. UNLOADING from the scheduled time or from the start of the joint inspection of POVs, whichever is earlier.

NOTE: See ITEM 200, ACCESSORIAL SERVICES REQUESTED BY CONSIGNOR/CONSIGNEE.

#### **ITEM 845**

#### DRIVING PRIVATELY OWNED VEHICLES

POVs will not be offloaded from carrier equipment en route and driven for private use under any circumstances.

#### ITEM 850

#### **INOPERABLE POV** (PVI)

- 1. Inoperable privately owned motor vehicles will be subject to an additional charge of PVI(1) \$\_\_\_\_\_ for each inoperable vehicle loaded or unloaded by the carrier. No charge will apply when Government or contractor personnel assists the carrier in loading/unloading inoperable vehicles. The charge named in this item applies only when the consignor or consignee states on the GBL the make, year, and model of each inoperable motor vehicle loaded/unloaded by the carrier.
- 2. An inoperable motor vehicle is defined as one that cannot operate under its own power without the assistance of a qualified mechanic. It does not include a vehicle that can be started by the carrier with the assistance of battery booster cables or ether.

Includes Changes through Change Ten

Effective May 1, 2000

**SECTION 4C** 

#### **ITEM 855**

#### **INSPECTION**

- 1. Each POV offered for shipment will be jointly inspected for damage at the origin and destination by an agent of the Government and an agent of the carrier. The agent for the Government will record damage on Private Vehicle Shipping Document for Automobile (DD Form 788), and both the agent for the Government and the agent of the carrier will sign the form.
- 2. The DD Form 788 must be kept in the POV and will not be removed from the vehicle by the carrier under any circumstances.

#### **ITEM 860**

#### **KEY SECURITY**

- 1. Carrier will not leave keys in any POV while in its custody. Carrier must provide written instructions to its drivers specifying proper key security to be followed whenever POVs are in its custody.
- 2. Vehicle keys lost while in the possession of the carrier will be replaced by the carrier within 24 hours of delivery.

#### **ITEM 865**

#### **LIABILITY OF CARRIER**

Carrier liability for loss and/or damage will not exceed \$20,000 per POV. Carrier must at all times maintain possession of cargo insurance of not less than \$150,000 per shipment to transport POV traffic governed by this publication.

#### **ITEM 870**

# <u>LOADING/UNLOADING</u> (PVL) (See NOTE) (POVs only)

- 1. Carrier will be responsible for loading/unloading POVs to/from carrier equipment.
- 2. A charge of PVL(1) \$\_\_\_\_\_ will apply for each vehicle off loaded at consignor's request after the vehicle has been loaded onto carrier equipment.

NOTE: See ITEM 200, ACCESSORIAL SERVICES REQUESTED BY CONSIGNOR/CONSIGNEE.

Includes Changes through Change Ten

Effective May 1, 2000

**SECTION 4C** 

#### **ITEM 875**

#### PICKUP AND DELIVERY

- 1 Pickup Requirements:
- a. Within two hours of notification for pickup, primary carrier will confirm to consignor by facsimile all shipments tendered for movement.
- b. Carrier equipment must arrive at the point of pickup no later than noon (local time) on the second day after notification for pickup is made, excluding Saturdays, Sundays, and Federal holidays. If the carrier equipment does not arrive by noon (local time) on the appointed day, the consignor, at its discretion, may tender the movement to the next alternate carrier without notifying the carrier scheduled for pickup. Carrier must maintain 100 percent on-time pickup performance. Continuous refusal of carrier to provide equipment may result in the removal of the carrier for the duration of tenders governed by this publication.
- c. Carriers scheduled for pickup at Terminal Island, California will report to the transportation officer at the Southern California Outport prior to pickup for equipment inspection and receipt of the Government bill of lading.
- 2. Delivery Requirements: Delays which will result in the carrier not meeting the required transit times will be reported by the carrier in accordance with the provisions in ITEM <u>810</u>, <u>ACCIDENT AND DELAY NOTIFICATION</u>. However, the reporting of delays does not relieve the carrier from the 95 percent on-time delivery requirement to maintain satisfactory service (See ITEM <u>885</u>, <u>REQUIRED TRANSIT TIME</u>).

#### **ITEM 880**

#### PRIVATELY OWNED VEHICLES IN TRUCKAWAY SERVICE (PVT)

Motor vehicles which are more than 64 inches in height, measured from the ground to the highest point of the vehicle (before loading), as configured for transport, will be subject to an additional charge of PVT(1) \$\_\_\_\_\_\_ per vehicle.

### **ITEM 885**

### REQUIRED TRANSIT TIME

- 1. Carrier agrees to meet the required transit time as shown in the Guaranteed Traffic solicitation. Failure to meet the required transit time for 95 percent of the shipments during each calendar quarter constitutes unsatisfactory service.
- 2. Transit time will be measured in calendar days. Saturdays and Sundays are included, but holidays are excluded.
- 3. Transit time will begin on the day the carrier signs the Government bill of lading for pickup and will end on the day of delivery or the day offered for delivery. If a shipment is offered to a consignee and refused or delivery is rescheduled for another time, the name and telephone number of the person refusing or rescheduling must be indicated on the delivery report to receive credit for on-time delivery.
- 4. Shipments whose transit time requires delivery on a non-business day will be delivered on the next business day. When the transit time ends on a Saturday, Sunday, or holiday, the shipment must be delivered on the next business day to be considered delivered on time. When the required delivery date cannot be met because of an act of God, the shipment must be delivered as soon as reasonably possible.
- 5. When stop-off service is requested, the transit time will be increased by one day for each stop-off, plus one day for each 450 miles traveled in excess of the mileage from the point of origin to the final destination.

Includes Changes through Change Ten

Effective May 1, 2000

#### **SECTION 4C**

#### **ITEM 890**

# STOP-OFF (PVS) (POVs only)

Shipments may be stopped in transit at points intermediate between the origin and destination points for the purpose of partial loading and/or unloading. A shipment tendered by one shipper on one bill of lading for delivery to one consignee may be stopped in transit for partial loading and/or unloading subject to the following:

- a. The bill of lading must show the point(s) at which the shipment is to be stopped for partial loading and/or unloading, together with a complete description of the vehicle(s) to be loaded and/or unloaded.
- b. The line-haul charge for shipments accorded stop-off services will be determined by applying the applicable rate for the total number of POVs in the shipment to the most distant point in the shipment. If the short route mileage from the origin via the stop-off(s) exceeds the short route mileage from the origin point to the final destination by 115 percent, determined by use of the governing mileage guide, all excess mileage will be subject to a charge of PVS(1) \$\_\_\_\_\_\_ per mile, in addition to all other applicable charges.
- c. Vehicles may be both loaded and unloaded at each stop-off point, provided the vehicles loaded are destined to a point originally named on the bill of lading. The charge for each vehicle loaded/unloaded at a stop-off point will be PVS(2) \$\_\_\_\_\_\_, subject to a minimum charge of PVS(3) \$\_\_\_\_\_\_ per stop-off.

Includes Changes through Change Ten

# SECTION 4 SPECIAL RULES

# PART D

RULES GOVERNING BARGE SHIPMENTS

For Explanation of Abbreviations, Definitions, and Reference

See Section 5.

Includes Changes through Change Ten

### **ITEM 900**

#### **CARRIER EQUIPMENT** (see NOTE)

- 1. Carrier must provide ocean-going tug(s), American Bureau of Shipping certified barge(s), ship or any other type of water transportation conveyance that has sufficient size, dimensions, loading, unloading, draft, and horsepower to accommodate the shipment.
- 2. Carrier may arrange with the shipping and receiving activity to spot its tug, barge, ship, or any other type of water transportation conveyance equipment during normal working hours, as specified by the activity Government representative.
- 3. Carrier agrees to maintain all of its equipment in such a manner as to ensure its maximum use and service to the Government or to provide substitute equipment of the same type and capacity, at no additional cost to the Government.
- 4. Carrier will be responsible for the removal and restoration of equipment that may require cutting, sanding, or grinding of welded tiedown areas on the barge deck.

NOTE: See ITEM 245, CARRIER EQUIPMENT.

#### **ITEM 905**

#### **GAS-FREE CERTIFICATION**

Carrier is required to obtain gas-free certification at no cost to the Government prior to loading and welding to the barge. This gas-free certification may be used at destination for loading additional cargo if the need arises. Approval of this certification by the Government Quality Assurance Representative shall in no way be construed to attest to the seaworthiness of the barges.

#### **ITEM 910**

#### INSPECTION

Carrier is responsible for arranging for a qualified marine cargo specialist or surveyor to conduct an inspection of the loading and securing the barge, ship, or any other type of water transportation conveyance equipment for movement. Any of these arrangements or services to be performed by the carrier must be coordinated with shipping and receiving activity for planning purposes. The Government will assume no cost for performing this inspection. In addition, the carrier assumes all liability for loss or damage to Government cargo or to the tug, barge, ship, or other type water conveyance or equipment.

#### **ITEM 915**

#### PERFORMANCE BOND

At the discretion of the Government, carrier may be required to post a Performance Bond. The Performance Bond must be purchased for a minimum liability of \$100,000 and will remain in effect for the duration of the GT award, at no cost or responsibility to the Government.

Includes Changes through Change Ten

Effective May 1, 2000

#### **ITEM 920**

#### PERMITS, LICENSES, TOLLS, AND FEES

- 1. At no extra cost to the Government, the carrier will be responsible for permits, licenses, tolls, fees and administrative costs (including charges to use piers, docking facilities, the Panama Canal, wharfage, stevedore services, material handling equipment), any other charges of this type from the time of pickup or during loading or unloading.
- 2. Carrier must ensure that equipment, personnel, and entire operations are in compliance with all Federal, state, and local regulations.

#### **ITEM 925**

#### PROTECTIVE SERVICE

At consignor's request annotated on the GBL, carrier(s) agrees to provide protective service which includes, but is not limited to, protection from salt water intrusion and from adverse weather conditions, at no additional charge to the Government.

ITEM 930 STOP-OFF

- 1. Portions of a shipment may be picked up or delivered at one or more places of origin, destination, or en route. Except as otherwise provided herein, charges will be for the total weight of the entire shipment for total distance via points of pickup or delivery or both from first point of pickup to final point of delivery, plus additional service charges applicable to all portions of the shipment.
- 2. At consignor's request on the GBL, carrier will provide stop-off(s) at no additional cost to the Government.
- 3. In meeting shipment requirements, carrier must provide constant radio or telephone communication access between barge or ship carrier and designated point of contact (POC) at destination. Carrier will notify the POC immediately upon departure from the present port and, while in transit, 72, 48, and 24 hours before arrival at destination.
- 4. Consignee will be responsible for arranging for the berth before carrier arrival, including off-loading and onward movement to the installation site in a safe manner.

#### **ITEM 935**

#### STOWAGE (STO)

For protection from unfavorable weather to avoid damage to Government or contractor-owned and/or docking facilities, the carrier is responsible for removing equipment, empty or loaded including unattended barges, and stowing them in a secure area. This includes the movement of power equipment (tug) used in this stowage. Consignor, consignee, and/or contractor must certify on the GBL that carrier accomplished this service. Charge for stowage will be STO(1) \$\_\_\_\_\_\_ per move.

Includes Changes through Change Ten

Effective May 1, 2000

#### **ITEM 940**

#### **TANDEM-TOWS**

Tandem-tows will each move on one GBL with a stopoff and/or pickup when necessary. Tandem-tows at all times will be considered as one single shipment from one origin to one destination via the stopoff point for payment purposes.

# ITEM <u>945</u>

# **UNSATISFACTORY SERVICE**

HQMTMC will send the carrier written notification of the first service failure. The second service failure will result in HQMTMC immediately removing the carrier from the traffic allocation.

Includes Changes through Change Ten

# **SECTION 5**

# EXPLANATION OF ABBREVIATIONS, DEFINITIONS,

AND REFERENCE MARKS

Includes Changes through Change Ten

# **ITEM 1000** (C10)

# **ABBREVIATIONS**

AAR	Association of American Railroads
ADP	Automatic data processing
ANSI	American National Standards Institute
AR	Army Regulation
ASCII	American Standard Code for Information Interchange
ATA	American Trucking Associations
BRAC	Base Realignment and Closure
CBL	Commercial bill of lading
CFR	Code of Federal Regulations
COFC	Container on flatcar
CONUS	Continental United States
DDD	Desired delivery date
DLA	Defense Logistics Agency
DOD	Department of Defense
DOT	U.S. Department of Transportation
DPM	Direct Procurement Method, Household Goods
DPSC	Defense Personnel Support Center
DSO	Defense Subsistence Office
DTTS	Defense Transportation Tracking System
EDI	Electronic data interchange
F.	Fahrenheit
FAK	Freight all kinds
FVC	Full visible capacity
GBL	Government bill of lading
GT	Guaranteed Traffic
HQMTMC	Headquarters, Military Traffic Management Command
LF	Line feed  Line feed
LTL	Less than truckload
MGTRP	MTMC Guaranteed Traffic Rules Publication
MTMC	Military Traffic Management Command
NAVTRANS	Navy Transportation Support Center
NMFC	National Motor Freight Classification
NOI	Not otherwise indexed
NOIBN	Not otherwise indexed by name
POV	Privately owned vehicle
RDD	Required delivery date
SF	Standard Form
SPLC	Standard point location codes
TCN	Transportation Control Number
TDR	Transportation Discrepancy Report
TL	Truckload
TO	Transportation Officer
TOFC	Trailer-on-flatcar
TPS	Transportation Protective Service
UFC	Uniform Freight Classification
USC	United States Code
VPC	Vehicle processing center
,10	remote processing center

Includes Changes through Change Ten

Effective May 1, 2000

# ITEM 1002 (N10) CODES (FOR ACCESSORIAL AND PROTECTIVE SERVICES)

045	Advancing charges
520	Overdimensional Freight Service
675	Signature and Tally Record Service
AAS	Attendants for Rail Shipments
ADL	Advance Loading Service
CHN	Chains and binders
CIS	Constant Surveillance Service
CLN	Cleaning
CTR	Circuitous Routing
DDN	Dual Driver Protective Service with National Agency Check
DDP	Dual Driver Protective Service  Dual Driver Protective Service
DEB	
DEM	Detention: Vehicle with Power Unit (Bulk Petroleum Product Shipments Only)
	Demurrage
DEP	Detention: Vehicle with power unit
DET	Detention: Vehicle without power unit
DIS	Objective Service Supply Deliveries
DSR	Regular Dromedary
ECS	Empty rail cars ordered but not used
EDD	Equipment hose (dispatched at destination)
EDO	Equipment hose (dispatched at origin)
ELS	Extra lights on overdimensional cargo
ERS	Empty trailers returned
ERT	Carrier service standards
EXC	Exclusive use of vehicle
EXD	Extra driver
EXP	Expedited service
HHB	Handling freight at location not immediately adjacent to vehicle
HOL	Pickup/delivery on Sundays or holidays
HOS	Equipment hose (over 36 feet)
HOX	Equipment hose (special type)
IMS	Intermodal Shipments
LIE	Liability of carrier (cargo)
MEN	Escort vehicle or flagman: overnight
MES	Escort vehicle or flagman
MET	Escort vehicle, telephone or radio service
MNS	Motor Surveillance Service (12-hour calls)
MVS	Motor Surveillance Service (8-hour calls)
PAJ	Pumping Service
PAV	Pickup on Friday, Saturday, Sunday, holidays, with next day delivery
PER	Overweight permit shipment
PMS	Pickup requiring same day delivery
POS	Carrier Equipment Pool
PRL	Prelodging
PSS	Protective Security Service

Includes Changes through Change Ten

Effective May 1, 2000

# ITEM 1002 (continued)

PTS	Protective tarping for security purposes
PUB	Bonded Vehicles (POVs only)
PUD	Pickup and/or delivery on weekdays at other than normal business hours
PUK	Packing and Unpacking
PVD	Detention (POVs)
PVI	Inoperable POV
PVL	Loading/unloading POVs
PVS	Stopoff (POVs)
PVT	POVs in Truckaway Service
RCC	Reconsignment or Diversion
RCL	Redelivery
RLS	Relocation of vehicles
RSS	Restricted speeds
SAS	Shipment holdover - weekends (perishable subsistence only)
SAT	Pickup and/or delivery on Saturdays
SDL	Split delivery
SEV	Security Escort Vehicle Service
SHH	Shipment holdover - holidays (perishable subsistence only)
SHW	Shipment holdover - weekdays (perishable subsistence only)
SNS	Satellite Motor Surveillance Service
SOC	Stop-off
SPC	Permits and special tolls
SPU	Split pickup
SRG	Storage
SRS	Surveying routes
STO	Stowage (barge only)
URC	Loading/unloading by carrier (except privately owned vehicles)
URP	Loading/unloading (privately owned vehicles)
VFN	Vehicle furnished but not used
VIS	Inoperable privately owned vehicle
VTS	Privately owned vehicle in truckaway service
WDS	Waterfront delivery

Includes Changes through Change Ten

#### **ITEM 1005**

#### **DEFINITIONS**

**CLEARED CARRIER** - Commercial carrier which has met the following criteria for handling SECRET shipments:

- a. Can provide the Transportation Protective Service requirement established by a transportation officer.
- b. Has authorization by law or regulation to provide the required transportation protective service.
- c. Has a SECRET facility clearance issued by the Defense Investigative Service (DIS).
- d. Has furnished HQMTMC with an applicable tender, agreement, or contract that provides for Protective Security Service (PSS).

**CONTINENTAL UNITED STATES** (CONUS)- United States territory, including the adjacent territorial waters, located within the North American continent between Canada and Mexico.

**DESIRED DELIVERY DATE** (DDD) - Specific date by which delivery of a shipment should be accomplished by the carrier at the CONUS destination or CONUS air/water terminal.

<u>DROMEDARY BOX</u> - Freight box carried on and securely fastened to the chassis of a truck or flatbed trailer. A dromedary is demountable and can be handled with a forklift truck. It is protected by a plymetal shield and is equipped on each side with doors that can be locked with a padlock and sealed.

**EMERGENCY** - Any situation which would prevent a shipment of classified or protected material from safely reaching its destination, such as undue delay caused by accidents, equipment failure, civil disturbance, labor strikes, or natural disasters.

**HOLIDAYS** - New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**INTERLINE** - Transportation services performed by more than one carrier, with the carrier issuing the rate tender responsible for all loss, damage and overcharge claims. The interline carriers merely acting as an agent for the carrier submitting the tender.

**JOINT LINE-HAUL** - Transportation services performed by more than one carrier, each carrier receiving a division of the revenue, and each being responsible for loss, damage, and overcharge claims for the entire shipment.

<u>LINE-HAUL</u> - Transportation of freight over carrier routes from point of origin to destination, excluding local pickup, delivery, and switching service.

Includes Changes through Change Ten

#### ITEM 1005 (continued)

**LOADING/UNLOADING** - Movement of cargo (vehicles or other articles) past the tailgate of the vehicle or past the vehicle loading ramp, or the removal of lading from a ramp extending into the trailer, as well as the stowing, securing, and tying down of the lading within such vehicle. Also the attaching or coupling of a vehicle or vehicles to another vehicle for purposes of towing vehicles. This includes the attaching and securing of a tow-bar or other device to both vehicles for purposes of combining the vehicles to form a highway train. Loading or coupling includes furnishing to the carrier the bill of lading, forwarding instructions, and/or other documentation necessary for forwarding and completion of the transportation requested.

<u>MILVAN</u> - DOD-owned or -leased demountable container, conforming to U.S. and international standards, used for the movement of military cargo.

POV-CARLOAD - Shipment of ten (10) or more POVs by bi-level railcar, fifteen (15) or more POVs by tri-level railcar.

**POV-TRUCKLOAD** - Shipment of eight (8) or more POVs.

**QUALIFIED CARRIER REPRESENTATIVE** - Person employed by a carrier or terminal involved in the handling of DOD shipments moving in security service and:

- a. Designated by carrier or terminal management to attend a transportation conveyance.
- b. Aware of the sensitivity of DOD material moving under transportation protective service(s).
- c. Knowledgeable of the safety, security, and emergency procedures that must be followed.
- d. Authorized to move a transportation conveyance and has the means and ability to do so.
- e. When providing PSS, cleared under the DOD Industrial Security Program to handle SECRET shipments and who has carrier-issued identification.

**REFUGE LOCATION** - DOD activity that meets statutory requirements for storing Classified or protected (sensitive material, excluding Divisions 1.1, 1.2, 1.3 ammunition, explosives, fireworks, and which can provide security for those shipments in emergencies.

**RELEASED VALUATION RATE** - Rate applied subject to limitations with respect to carrier liability for loss of and/or damage to a shipment.

**REQUIRED DELIVERY DATE** (RDD) - Date when material is required by the consignee.

**ROUTE ORDER** - Order issued by a routing officer specifying the mode of transportation and the means within that mode by which shipment will move.

<u>SAFE HAVEN</u> - Protected area specifically provided for and approved in writing by local, state or Federal Government authorities for the parking of unattended vehicles containing sensitive material or explosives, such as Divisions 1.1, 1.2, or 1.3 ammunition, explosives, or fireworks.

**SECURE AREA** - Area to which access is controlled and which is under the regular, periodical surveillance of security personnel.

Includes Changes through Change Ten

Effective May 1, 2000

#### ITEM 1005 (continued)

**SECURITY CAGE** - Structure fabricated of steel grating which can be used for temporary storage of classified or protected material within low security structures, including carrier terminals.

**SENSITIVE CARGO** - Small arms, ammunition, and explosives that are a potential danger to public safety and can be used by militant, revolutionary, criminal, or other elements for civil disturbances, domestic unrest, or criminal actions.

**SHIPMENT** - Quantity of freight tendered for transportation by one consignor at one location on one day, on one bill of lading, for delivery to one consignee at one destination.

SINGLE (DIRECT ROUTE) LINE-HAUL - All transportation services performed by the carrier submitting the rate tender.

**SPOTTING** (Dropping) - Placing a trailer at a specific site designated by shipper, consignee, or other designated party. It means detaching the trailer and leaving the trailer in full possession of shipper, consignee or other designated party, unattended by a power-unit (tractor).

**TRACTOR** - Mechanically powered unit used to propel or draw a trailer or trailers on the highway.

**TRIP LEASE**- Lease of less than 30 days' duration.

<u>UNLOADING</u> - Unloading or uncoupling is the removal or detachment of cargo at destination and includes signing the delivery receipt and/or other documentation the carrier requires for billing purposes and notifying the carrier that the vehicle is released.

<u>USERS' GROUP</u> - Military service representatives formed to monitor carrier performance at installations participating under the Multi-Service Guaranteed Traffic Program.

<u>VEHICLE</u> - Motor vehicle, freight or passenger, including DOD-owned trailers, semi-trailers, and tractor-trailer combinations, loaded or empty.

**VEHICLE UNIT** - In single driveaway service a vehicle unit is the vehicle shipped. In multi-vehicle shipments all vehicles moving together under the locomotion (power) provided by a single power-unit regardless of ether they move in driveaway or towaway service will be considered as one vehicle unit. A tractor power-unit or transporter, either DOD-owned or carrier-owned together with any other vehicle loaded on, in, or attached thereto in any manner, will be considered as one vehicle unit. the terms "vehicle unit," "shipment," "vehicle," "conveyance," "tractor," or "power-unit," as used in the rules publication, shall be synonymous and will be used interchangeably.

Includes Changes through Change Ten

#### **ITEM 1010** (C10)

#### REFERENCE MARKS

- 1. One of the reference marks (the letter "C" or "N" followed by a number) in the table below describe each ITEM which:
  - a. has been modified (other than for typographical errors) since the original issue of this publication was effective.
  - b. has been added after the original issue of this publication.

The reference marks appear just after the ITEM number on the title line of each ITEM and in the appropriate column in the Table of Contents. The latter will appear only with the Change number, which will not be preceded with the letters "C" or "N".

- 2. ITEMS which have changed more than once since the first issuance of this publication will bear the number of the most recent change only. For example, an ITEM which first appeared in Change 3, and was last modified in Change 8 will bear the reference mark (C8) on its title line, and 8 in the appropriate column in the Table of Contents.
- 3. ITEMS which appeared in the original issue of this publication (effective October 16, 1995) and have remained unchanged will not have a reference mark in their title line, and will show "O" (for Original) in the appropriate column in the Table of Contents

(NI)	D ( ITEM C II
(N-)	Denotes new ITEM, as follows:
(N1)	Effective June 17, 1996
(N2)	Effective October 31, 1996
(N3)	Effective December 1, 1996
(N4)	Effective March 26, 1997
(N5)	Effective October 30, 1998
(N6)	Effective April 1, 1999
(N7)	Effective March 18, 1999
(N8)	Effective May 12, 1999
(N9)	Effective July 1, 1999
(N10)	Effective May 1, 2000
(C-)	Denotes most recent change in text of ITEM, as follows:
(C1)	Effective June 17, 1996
(C2)	Effective October 31, 1996
(C3)	Effective December 1, 1996
(C4)	Effective March 26, 1997
(C5)	Effective October 30, 1998
(C6)	Effective April 1, 1999
(C7)	Effective March 18, 1999
(C8)	Effective May 12, 1999
(C9)	Effective July 1, 1999
(C10)	Effective May 1, 2000

Includes Changes through Change Ten

# CHANGE 1 (C1) to MGTRP NO. 50 - EFFECTIVE June 17, 1996

ITEM	CHANGE		
Check	-Delete (Current change of each <b>item</b> is incorporated into the Table of Contents)		
Sheet			
Table of	-Add "Change" column and list current change of each item.		
Contents	Change Electronic Data Interchange to Item 40.		
	Add new item 376, Objective Service Supply Deliveries (DIS).		
	Change page numbers as applicable.		
20	AMENDING THIS PUBLICATION		
	Change item to read:		
	"1. This publication will be amended by new or revised items on an as-needed basis.		
	<ol> <li>Items in which text has been changed will be designated with "(C)" followed by the applicable change number; e.g., "(C2)." The Table of Contents shows the current change of each item.</li> <li>New items will be designated with "(N)" followed by the applicable change number; e.g., "(N/C2)."</li> <li>Revisions to this publication will apply only to GT tenders effective on or after the effective date of the revision, unless otherwise negotiated between HQMTMC and the carrier(s)."</li> </ol>		
30	CARRIER PERFORMANCEPara d(3) - Delete second sentencePara e(2), sentence 1: Add "and MTOP-TN" after MTOP-QECCh NOTE at bottom of item to read: "See also Items 625, SATISFACTORY SERVICE STANDARDS; 630, SATISFACTORY SERVICE STANDARDS FOR TOFC SERVICE; and 755, SATISFACTORY SERVICE STANDARDS"		

Includes Changes through Change Ten

ITEM	CHANGE		
40	ELECTRONIC DATA INTERCHANGE		
	Change item to read:  "1. <b>Electronic Data Interchange (EDI).</b> To participate in the Military Traffic Management Command (MTMC) electronic freight Guaranteed Traffic (GT) program, air, motor, and rail commercial carriers must be an established		
	Department of Defense Electronic Data Interchange (DOD EDI) trading partner and comply with published		
	Accredited Standards Committee (ASC)X12 standards and DOD EDI implementation conventions when electronically exchanging transportation or transportation related data with DOD components. The commercial		
	EDI trading partner should be receptive/capable of electronically exchanging GT shipment, rate, and award		
	information; receiving Electronic Funds Transfer in lieu of hard copy payment; and providing delivery and		
	shipment status reports transit visibility to the Global Transportation Network (GTN) and CONUS Freight		
	Management (CFM) system.		
	2. The DOD's transportation EDI capabilities currently contained in the EDI Trading Partner Agreement are		
	limited to the following American Standards Institute ASC X12 public standard transactions sets:		
	110: Invoice from air freight carriers to DOD finance centers		
	210: Invoice from motor carriers to DOD finance centers		
	214: Shipment status message from carriers to GTN and CFM		
	410: Invoice from all rail carriers to DOD finance centers		
	602: Rate submissions from carriers to MTMC		
	858: Shipment information from DOD shippers and CFM to carriers		
	859: Generic invoice from carriers to DOD finance centers		
	997: Functional acknowledgment		
	MTMC's conventions for its GT program include the ASC X12 public standard transaction sets:		
	602: GT solicitation/tender bids		
	824: Application advice, GT tender compliance acknowledgment		
	864: GT award letter		
	3. The commercial EDI trading partners will exchange business data with DOD components through third-party		
	EDI value-added networks (VANs), compatible with the EDI VAN used by DOD.		
110	DUAL DRIVER PROTECTIVE SERVICE /		
	DUAL DRIVER PROTECTIVE SERVICE WITH NATIONAL AGENCY CHECK		
	Para h, line 2. Change to read: "The vehicle conveying the shipment <u>for</u> which"		
135	SECURITY ESCORT VEHICLE SERVICE		
	Para c, sentence 1 after table. Change to read "If the cargo vehicle(s) over the required permit routes from		
140	the point of origin to point of destination."  SIGNATURE AND TALLY RECORD SERVICE		
140	Para e. Change to read: In addition to all rates and charges for transportation, shipments <u>for</u> which"		
	Tara C. Change to read. In addition to an rates and charges for transportation, simplicities to which		

Includes Changes through Change Ten

ITEM	CHANGE
145	TRANSLOADING ARMS, AMMUNITION, EXPLOSIVES
	Change present item to read:
	"Transloading Arms, Ammunition, and Explosives. Transloading shipments of Division 1.1, 1.2, and 1.3 ammunition and explosives will be conducted as follows:
	a. Truckload shipments will not be off-loaded or transferred to another vehicle en route, except in emergencies (as defined in 49 CFR 390.5).
	b. Loading and unloading of less-than-truckload (LTL) shipments of Division 1.1, 1.2, and 1.3 ammunition and explosives will be accomplished only in a carrier terminal. For the purposes of this rule, a carrier terminal is defined as one which is equipped to safely handle the loading and unloading of Division 1.1, 1.2, and 1.3 ammunition and explosives from a commercial motor vehicle. In addition, when the transloading of Division 1.1, 1.2, and 1.3 ammunition and explosives occurs at a carrier terminal other than that of the carrier of record, as indicated on the Government Bill of Lading, prior written approval must be received from a company official or the carrier terminal manager. All Federal, State, and local guidelines for handling Division 1.1, 1.2, and 1.3 ammunition and explosives will apply when transloading occurs. The carrier accepts liability for the integrity of the shipments, to include proper blocking and bracing.
	c. Transloading of ammunition and explosive shipments on a military installation must be approved by the installation commander."
225	BILLING PROCEDURES  Delete references to the Prompt Poyment Act
230	Delete references to the Prompt Payment Act BLOCKING AND BRACING MOTOR SHIPMENTS
230	Para 1, line 2 - The word before "movement" should be "for", not "the".
235	CABOOSE/GUARD RAILCARS
233	Delete item.
240	CAPACITY LOAD AND OVERFLOW
240	NOTE at bottom of page should be at the end of para 1b. It should be part of the text.
	Change paragraph 3 to paragraph 1.
	Change paragraph 1 to paragraph 2.
	Change paragraph 2 to paragraph 1d.
250	CARRIER EQUIPMENT POOL
	First sentence should read, "Carrier agrees to maintain a pool of up to POS(1)empty trailers, subject
	to the following conditions:"
260	CIRCUITOUS ROUTING
	Par 2 - Delete value amount.
265	CLAIMS
	Change 104-41 to read 101-41.

Includes Changes through Change Ten

ITEM	CHANGE	
270	COMMODITY DESCRIPTIONS	
	Para j., line 3 in description: Add "Surface Transportation Board" instead of "Interstate Commerce	
	Commission"	
	Para k - "DOD UNIQUE CODE" should be "DOD UNIQUE NUMBER"	
	Para n Add under NOIBN/NOI MOTOR/OTHER SUB Column: 24	
	- Add under NOIBN/NOI RAIL SUB Column: 24	
	-Para o Add under NOIBN/NOI MOTOR/OTHER SUB Column: 12	
	- Add under NOIBN/NOI RAIL SUB Column: 12	
	-Para p Add under NOIBN/NOI MOTOR/OTHER SUB Column: 21	
	- Add under NOIBN/NOI RAIL SUB Column: 21	
285	DETENTION: VEHICLE WITH POWER UNIT	
	Para a(1) line 1 under "TYPE OF SHIPMENT" - "Vehicle" should be "Vehicles"	
	Para a(1), line 2 under "TYPE OF SHIPMENT" - Change to read "Vehicles loaded on flatbed/specialized	
	equipment"	
	Para a(2)(c) - Correct spelling for "published"	
	Change Note 1, sentence 2 at bottom of page 3-19: "Fully palletized shipments weighing less than	
	20,000 " not "44,000 pounds."	
290	DETENTION: VEHICLE WITHOUT POWER UNIT	
	Delete reference to NOTE 3 in heading.	
310	EXCLUSIVE USE OF VEHICLE	
	Para 2, sentence 1 - Delete "Definitions, conditions, and charges"	
	Place colon after "following:"	
315	EXPEDITED SERVICE	
	In heading, delete "(Truckload Movements only)"	
	Para d, sentence 1 - Change "parameters in 1a." to "parameters in a."	
350	CARGO LIABILITY OF CARRIER	
	Para 1 and 2, Sentence 1, change "loss and/or damaged cargo" to "lost and/or damaged cargo."	
	Para 2, sentence 2: "Should, the carrier agree to provide this increased liability"	
355	LOADING/UNLOADING BY MOTOR CARRIER	
	Add Para 4. "Multiple shipments loaded/unloaded on the same day will be considered as a single shipment	
	under this item."	
360	LOADING/UNLOADING INTERMODAL SHIPMENTS	
	Para 1, Change to read: "Consignors will load and consignees will unload "	
	Para 2, sentence 1 - Delete second and third words "and consignees"	

Includes Changes through Change Ten

ITEM	CHANGE		
376 (new)	OBJECTIVE SERVICE SUPPLY DELIVERIES (DIS)		
	(Only applies at Fort Hood, Texas on TL Shipments)		
	1. Carrier agrees to provide up to 10 internal deliveries at Fort Hood, Texas, in addition to linehaul service to the Central Receiving Point (CRP) at the rate provided herein, plus applicable charges.		
	2. Carrier agrees to deliver the shipments in the sequence stated on the GBL.		
	3. The total charges will be computed based on the linehaul rate plus the delivery charge of DIS(1) \$ for each internal delivery point listed on the GBL.		
	4. Distances between the internal delivery points will vary from .5 to 8 miles with total distance traveled approximately 50 miles or less per shipment. Each shipment will contain two to ten internal deliveries, with an average of seven.		
	5. Normal unloading time at each internal delivery point will not exceed one hour. The carriers agrees to provide documentation on each shipment containing time of arrival and departure of each internal delivery point and comments justifying deliveries outside the normal time period.		
	6. Carrier agrees to provide next-business-day delivery to all internal delivery points and the CRP. The rate provided herein will include all waiting time incurred on the next business day, not to exceed eight hours. The carrier will be allowed 30 minutes' driving time between each delivery point. If the total of delivery time and driving time exceeds eight hours, the charge of DIS(2) \$ will be billed to the activity requesting the layover.		
	7. The provisions in Item <u>485</u> , SPLIT DELIVERY, and Items <u>285</u> and <u>290</u> , DETENTION, will not apply at Fort Hood, Texas.		
380	OVERAGES AND SHORTAGESPara 1Add to end of sentence "48 hours of accepting the shipment or at the first breakbulk point."		
385	OVERDIMENSIONAL FREIGHT SERVICE Par b under Condition, add: "(4) overdimensional shipments will be tendered and billed as a truckload shipment. Line-haul transportation charges will be based on the applicable truckload charge (per vehicle used or per mile per vehicle used), highest minimum weight, or actual weight if in excess of the minimum weight, and accompanying truckload rate." Paras c(1) 520(1), c(2) 520(11), and C(3) 520 (18) - Add "per vehicle" after the minimum charges shown. Paras c(1), (2), and (3) - Column 3 - Heading should read: "Charges per Mile per Vehicle Para c(1) 520 (10) Change from " on OD(9)" to " in 520(9)."		
400	PERMITS AND SPECIAL TOLLSParagraph 1, delete value amount and assign a three-character ANSI service code and sub-item charge number.		
410	PICKUP/DELIVERY AT OTHER THAN NORMAL BUSINESS HOURSParagraph 1.a., delete "subject to a minimum charge of PUD(2) \$ per driver furnished."		
455	REQUIRED TRANSIT TIME Para 3, last line - Add "the delivery" after "rescheduling" NOTE at bottom of item should be placed at the end of paragraph 3 as text. Delete word "NOTE" and change "When shipment of offered" to "When shipment is offered"		
460	RESTRICTED SPEEDSSentence 4 - Add "be" before "assessed"		

Includes Changes through Change Ten

Effective May 1, 2000

ITEM	CHANGE		
500	STORAGE		
	Para 1, line 2 - Add "or" before "inspection"		
530	VEHICLE FURNISHED BUT NOT USED		
	Change par 2, sentence 1 to read:		
	"In lieu of the charges in paragraph 1 above, a flat charge of VFN(2) \$ for each vehicle furnished and		
	not used may be assessed."		
600	CARRIER EQUIPMENT		
	Change note to read: See ITEMS <u>30</u> , <u>350</u> , <u>625</u> , and <u>630</u> .		
770	ADVANCED LOADING SERVICE		
	Par 1: remove the \$ after WDS(2)		
1000	ABBREVIATIONS AND CODES		
	Add DIS - Objective Service Supply Deliveries		
	Delete codes: CCS, CGC, CGR, CSP, GSP		
	Add POS - Carrier Equipment Pool		
1010	REFERENCE MARKS		
	Delete "* Denotes change in revision number only without change on body of page."		
	Change (C) to "'Denotes changes in text:"		
	Add "(C1) Effective June 17, 1996"		
Appendix	Add new pages A-1 - A-6 - Change 1, effective June 17, 1996		
A			

Includes Changes through Change Ten

# APPENDIX B

# CHANGE 2 (C2) to MGTRP NO. 50 - EFFECTIVE October 31, 1996

ITEM	CHANGE		
231 (new)	ITEM 231 (N/C2) BLOCKING, BRACING, AND OTHER ADDITIONAL SERVICES		
	FOR VEHICLES AND ARMY TRACTOR TANKS (BLB)		
	1. Line-haul rates on vehicles and army tractor tanks include blocking, bracing, and tie down (including materials		
	and inspector), portable ramps, crane, technical assistance to l		
	2. Carriers will complete Section F(2) of the DOD tender by entering the code shown below for the service		
	provided and will enter zeroes in the "Charge" column (See IT	EM <u>10</u> , Paragraph 3 herein).	
	Blocking, bracing, tie down	BLB(1)	
	Crane	BLB(2)	
	Drayage	BLB(3)	
	Inspector while loading	BLB(4)	
	Materials	BLB(5)	
	Portable ramps	BLB(6)	
	Technical assistance for loading cars	BLB(7)	
	Dedicated switch engine	BLB(8)	
	Trailers provided by carrier	BLB(9)	
	Retention of carrier-provided trailers during exercise	BLB(10)	
	Drayage of carrier-provided trailers at origin	BLB(11)	
	Drayage of carrier-provided trailers at destination	BLB(12)	
	Loading of carrier-provided trailers at origin	BLB(13)	
	Offloading of carrier-provided trailers at destination	BLB(14)	
	Carrier to load/unchain/offload	BLB(15)	
	Carrier to load	BLB(16)	
	Carrier to unload	BLB(17)	
	Carrier to unchain only	BLB(18)	
	Sort empty cars by size and type	BLB(19)	
338 (new)	ITEM <u>338</u> (N/C2) <u>IDLER CAR</u> (IDC)		
	Shipments which because of length require one or more idler cars will be subject to a charge of IDC(1) \$ per idler car, in addition to all other applicable transportation charges.		

Includes Changes through Change Ten

# APPENDIX B

346 (new)	ITEM <u>346</u> (N/C2) <u>INTERMODAL SHIPMENTS</u> (IMS)				
	1. The following intermodal shipments for which motor carrier service was required and provided, incid line-haul, will be subject to the additional charges shown below:				
	a. Tracked vehicles and equipment weighing less than 50,000 pounds:	IMS(1) \$each			
	b. Tracked vehicles and equipment weighing 50,000 pounds or more:	IMS(2) \$each			
	c. Trailers or containers with chassis:	IMS(3) \$each			
	d. Containers or MILVANS without chassis:	IMS(4) \$each			
	When a carrier, upon consignor's request, furnishes a vehicle and through no fault of the carrier, the consignor cancels loading of the vehicle, the carrier will be entitled to a charge, as provided in ITEM <u>530</u> , <u>VEHICLE</u> <u>FURNISHED BUT NOT USED</u> .				
	3. When the consignor causes the delay of carrier equipment, the ITEM 285, DETENTION: VEHICLE WITH POWER UNIT.	e carrier will be entitled to a charge, as provided in			
376	OBJECTIVE SERVICE SUPPLY DELIVERIES (DIS)Change OSS code to DISChange subtitle to read: (Only Applies on TL Shipments)Change Para 1 to read: 1. Carrier agrees to provide internal deliveries to points as identified in individual solicitations referring to this item, in addition to line-haul service to the Central Receiving Point (CRP) at the rate provided herein, plus applicable chargesParas 3 and 5, change OSS code to DISDelete Para 4Renumber Paras 5, 6, and 7 to 4, 5, and 6.				
465 (new)	ITEM <u>465</u> (C2) RETURN OF EMPTY PALL	<u>ETS</u>			
	Carrier agrees to return empty pallets, including 463-L pallets/nets, to consignor without charge. Unless otherwise specified, carrier may consolidate pallets and return them in conjunction with scheduled freight pickups. The 463-L pallets/nets will be returned to the consignor on a daily basis. Carrier will provide consignor with documentation showing the number of pallets being returned and the trailer number containing the empty pallets.				
1010	Add "(C2) Effective October 31, 1996"	<u> </u>			
Appendix B	Add pages B-1 and B-2.				

Includes Changes through Change Ten

# APPENDIX C

# CHANGE 3 (C3) to MGTRP NO. 50 - EFFECTIVE December 1, 1996

ITEM	CHANGE
465	Delete item and replace with the following revision:
	ITEM <u>465</u> (C3) <u>RETURN OF EMPTY PALLETS</u>
	(Less than Truckload Only)
	1. Carrier agrees to return empty pallets, including 463-L pallets/nets to consignor without charge. Unless otherwise specified, carrier may consolidate pallets and return them in conjunction with scheduled freight pickups. The 463-L pallets/nets will be returned to the consignor on a daily basis. Carrier will provide consignor with documents showing the number of pallets being returned and the trailer number containing the empty pallets.
	2. Loaded 463-L pallets destined for Dover Air Force, DE from Defense Distribution Depots New Cumberland and
	Mechanicsburg, PA which are refused will be returned to the shipper at 40 percent pallet rates identified in the Guaranteed Traffic Tender.
1010	Add "(C3) Effective December 1, 1996"
Appendix C	Add page C-1.

Includes Changes through Change Ten

# APPENDIX D

# APPENDIX D CHANGE 4 (C4) to MGTRP NO. 50 - EFFECTIVE March 26, 1996

ITEM	CHANGE			
30	CARRIER PERFORMANCE (ERT) (see NOTE)			
	-Para 1, Line 2. Change one-month reporting periods to weekly/monthly reporting periodsPara 1a, Change to read: a. Procedures for Addressing Carrier Service Failures:			
	(1) Upon observing a service failure(s), the consignor or Users' Group will document the performance problem(s) and issue a Letter of Warning to the carrier in an attempt to resolve the problem(s). The Letter of Warning will specify the service failure(s) and specifically designate the traffic (lane, region, point) in question. The letter will also advise the carrier that it has ten (10) working days from the date of the letter to provide the shipping activity with the reasons for the service failure(s) in writing, and identify actions taken to preclude recurrence of the failure(s). The letter will further advise the carrier that a recurrence of the same type of service failure(s), occurrence of another service failure(s), or failure to respond to the Letter of Warning within ten (10) days from the date of the letter will result in a Letter of Removal. Copies of all Letters of Warning will be forwarded to HQMTMC, ATTN: MTOP-QEC.			
	(2) Upon observing any such recurrence or occurrence of any type of service failure, i.e. second failure:			
	(a) The consignor or Users' Group will prepare a letter to HQMTMC, ATTN: MTOP-QEC, requesting the carrier be removed from the traffic. The request will specify the service failures and will enclose all supporting documentation. Upon receipt of such a request, HQMTMC will immediately prepare and forward a Letter of Removal to the carrier. The letter will specify the service failures and specifically designate the traffic (lane, region, point) in question. HQMTMC will coordinate removal dates and effective dates of award of traffic to alternate carriers with the consignor or Users' Group as applicable.			
	(b) DLA consignors will prepare a Letter of Removal and forward it to their respective district/region office requesting the carrier be removed from the traffic. The letter will specify the service failures, specifically designate the traffic (lane, region, point) in question, and enclose all supporting documentation. If the district/region office concurs with the request, it will coordinate a removal date with HQMTMC, ATTN: MTTM, and forward the Letter of Removal to the carrier. An advance copy of the Letter of Removal will be faxed to HQMTMC, ATTN: MTOP-QEC, telephone (703) 681-6292/ fax (703) 681-8478 and HQ DLA, ATTN: MMLM, telephone (703) 767-3638/fax (703) 767-3628.			
	(3) Poor performance and removal from any lane or segment of traffic governed by this rules publication may subject the carrier to removal from all guaranteed traffic held by the carrier.			
	-Para 1b. Line 3. Change AR 55-38 to Defense Transportation Regulation, Part II (DOD 4500.9R)Para 1e(2), Line 2. Change MTOP-T-N to MTTMPara 1e(2), Line 3. Change "reasons for withdrawing." to "reasons for carrier withdrawal.			
1010	Add "(C4) Effective March 26, 1997"			
Appendix	Add page D-1.			
D				

Includes Changes through Change Ten

Effective May 1, 2000